

Charter Hall Homeowners Association Rules, Regulations, & Responsibilities

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The Declaration and Bylaws of the Charter Hall Homeowners Association give the Board of Directors the authority to adopt and publish reasonable Rules and Regulations for the Association. This document, and others which are incorporated herein by reference below, serve to set forth those Rules and Regulations and to clarify the roles and responsibilities of the Association and its members.

Every effort has been made to be consistent with applicable and current federal, state, and village of Palatine laws and ordinances.

Please retain the Association's newsletters as we frequently use them to provide further clarification and detail of these documents.

Chapter 1: Administration

1. **General.** Charter Hall Homeowners Association is an Illinois not-for-profit corporation consisting of 49 single family attached townhomes. Each townhome (lot) has one vote which may be cast at meetings of the members.
2. **Board of Directors.** The Board of Directors of the Association is elected by the members and is comprised of no more than six (6) Directors, two elected every year for a term of three (3) years each. The Board of Directors administers the functions of the Association. Board Members do not receive pay.
3. **Board Meetings.** The Board meets at periodic intervals as needed and established by the Board, with prior notice to the owners.
4. **Annual Meeting.** Each year in June the members meet to elect or re-elect Board Members to fill expiring terms, and to vote on any other issues which may be under consideration by the membership. Notice of this meeting along with a proxy will be sent to all owners in advance of the meeting. Votes may be cast in person, by proxy, by mail, or by approved electronic means.
5. **Management.** The Board of Directors, pursuant to its powers, may retain the services of a professional management company to handle day to day matters.
6. **Members.** Membership in the Association includes every person or legal entity who owns a fee simple title to a lot, including owner/occupants, investment (remote) owners, contract buyers, and beneficiaries of trusts holding legal title.
7. **Contact Information.** Owners must inform the Association of changes to the contact information currently on file for themselves and their tenants.
8. **Notices.** Owners may elect to allow notices from the Association to be sent to them by email, which will then substitute for delivery by US mail. Notices will also be considered delivered if posted on the cluster mailboxes.

9. Owners are expected to comply with these Rules and Regulations, ordinances of the village of Palatine, and all applicable state and federal laws, policies, and regulations. Failure to so will be considered a violation.

Chapter 2: Advertising

1. Signs.
 - a. No advertising signs or billboards shall be erected, placed or permitted to remain on a Lot or common areas except that one "For Sale" or "For Rent" sign of not more than five (5) square feet may be maintained on a Lot.
 - b. "For Rent" signs, however, must be placed on the interior of a window.
 - c. Election-related, garage/yard sale, and open house signage is considered informational and not advertising, and as such may be displayed for a reasonable amount of time.
2. Soliciting. No soliciting is permitted on the property without prior written consent of the Board of Directors and the village of Palatine.
3. Newsletter. Advertisements will be allowed at rates to be adjusted as needed.

Chapter 3: Architectural/Appearance Rules

1. Administrative Procedures. Homeowners requesting approval for architectural additions or alterations of any type, whether they involve landscaping, are appearance-related, or structural in nature;
 - a. Must fill out an "Architectural Change or Improvement" form (AKA an Additions and Alterations (A&A) request, available from the Association) and submit it to the Board for approval.
 - i. The A&A form must fully describe the proposed changes or additions to the exterior of a home or a lot.
 - ii. It should include a detailed drawing to scale.
 - iii. It should include a description of the materials and colors to be used.
 - b. The Board will consider the application and notify owners of its decision.
 - c. No work may begin without the written approval of the Association.
 - d. Depending on the nature of the addition or modification, permits may be required from the Village of Palatine.
 - e. It is the responsibility of the individual homeowner to obtain such permits.
 - f. No permanent structure may be placed over an existing utility easement, nor shall any modification be placed in any swale so as to cause interference with drainage.
 - g. You may need to contact JULIE (1-800-892-0123) to locate underground utility lines before commencing work.
 - h. Any structural or landscaping changes not specifically permitted elsewhere in these rules are subject to Board approval.

- i. The Board of Directors has the authority to remove any improvements which were not formally approved by the Board. Any cost associated with the removal of such violation(s) may be billed back to the homeowner.
 - j. The Board's failure to take action against any single specific violation does not preclude it from taking such action in the future for the same type of violation.
2. General Appearance: At all times, and throughout the entire property, owners are required to maintain a clean, neat, and well-kept exterior appearance appropriate for our age. Junk is prohibited. Yard waste, garbage, recyclables, and special pickup items are to be kept in garages or backyards until the night before collection by Groot. Trash at the curb must be placed there in such a way as to prevent items from blowing away. (See Chapter 6 for more detail.)
3. Satellite Dishes. Satellite TV receiving dishes are permitted subject to Board approval of the location which must balance appearance and building integrity with an acceptable quality signal. Dishes must be unobtrusively mounted to the wood trim on the rear of the home or mounted on a pole in the rear yard. Dishes may not be attached to the roof or siding. Cables should be routed under the siding or securely attached to the building. If cables cannot be routed under the siding they must be white and attached to the wood trim boards. Notwithstanding anything to the contrary, the Association shall have the right to install and maintain a master television antenna and transmission system to service the property.
4. Fences.
 - a. Backyard privacy fences are permitted, subject to:
 - i. The owner submitting an A&A to the Board providing, full details of the project, including the name of the contractor, before work can begin.
 - ii. Contractors must provide proof that they are licensed and insured.
 - iii. Homeowners may do the work themselves by providing a Certificate of Insurance from their agent naming Charter Hall as an additional insured and signing an indemnification.
 - iv. Fences between two homes must have the written approval of both owners.
 - v. Upon sale of a home with a privacy fence the seller will provide to the Board a written statement from the buyer indicating that the fence is acceptable to the buyer. Otherwise the seller will remove the fence and restore the appropriate bushes to provide privacy.
 - vi. Upon the sale of the home, the buyer will provide the Board a written statement affirming their agreement with the fence policy.
 - vii. Board approval.
 - b. Fences must be constructed as follows:
 - i. Fences may not completely enclose the backyard.
 - ii. Fences may extend to the far edge of the patio and then run parallel to the patio.
 - iii. Fences may not enclose the patio.
 - iv. Fences will be paid for and maintained by the requesting owner(s)
 - v. Fences must be professionally constructed in poured concrete footings

- vi. Fences may not exceed 6 feet in height.
 - vii. Fences must be board-on-board with dog-eared tops.
 - viii. Fences must be constructed of treated wood.
 - ix. Fences must be painted white.
 - x. The owner must repaint the fence at least as frequently as the Association repaints the exterior wood trim, every 5 years or as needed.
- c. No other fences are permitted.
5. Decks. Decks are prohibited.
6. Concrete Additions, Replacements and/or Alterations
- a. All replacements, additions or alterations will be at the expense of the owner, unless they are deemed by the Board to address a structural or safety concerns.
 - b. An A&A form must be submitted.
 - c. Proof of the contractor's license and insurance status must be provided. Charter Hall must be named as an additional insured on their business liability policy.
 - d. Homeowners may install new or replacement concrete themselves or have another person do it for them if they submit a Certificate of Insurance naming Charter Hall as an additional insured on your HO6 homeowners policy and sign an indemnification agreement with the Association.
 - e. Contact JULIE for an inspection.
 - f. Submit to the Association an approved copy of your Palatine building permit before starting work.
 - g. Concrete patio additions are allowed subject to Board approval
 - i. The maximum size of a patio shall not exceed 45% of the rear yard area.
 - ii. Patio additions must have a minimum base of 4 inches of compacted crushed stone.
 - iii. Concrete must be a minimum of 4 inches scored for drainage.
 - iv. Maintenance of an extension is a homeowner responsibility
 - v. When the unit is sold, the Board will have the patio addition inspected. Any repairs that are deemed necessary must be completed at the owner's expense before closing.
 - h. Any damage to landscaping or the buildings must be repaired or replaced at homeowner's expense.
7. Window Air Conditioners. Window air conditioners are prohibited, except in the rear windows of your home.
8. Attic Fans. Attic fans are permitted subject to prior Association approval. Installation must be done by an experienced, licensed and insured contractor who is approved by the Board.
9. Landscaping. The following modifications may be made without Association approval:

- a. New beds are prohibited without Association approval.
 - b. Flowers.
 - i. Flowers, bulbs, or other appropriate landscaping are permitted in any existing permanent bed.
 - ii. Any tree which is harmed because flowers or bulbs were planted near it shall be replaced by the Association with a tree of the same size and species at the homeowner's expense.
 - iii. It is the homeowner's responsibility to maintain the added landscaping. If not properly maintained, the Association's landscaper will maintain, at the homeowner's expense.
 - c. Edging. Traditional and customary edging around beds is allowed but shall not exceed a height of six (6) inches.
 - d. Mulch.
 - i. The Association will mulch the front and back beds yearly.
 - ii. Homeowners may add mulch to additional flower beds.
 - iii. All mulch must be Dark Brown in color.
10. Other Landscaping.
- a. Other than the modifications mentioned in Section 9 above, any landscaping modification requires the prior written consent of the Association.
 - b. Limbing up (the removal of lower tree branches) is prohibited without prior Board approval and can only be done by our contracted arborist.
11. Vegetable Gardens. Vegetable gardens are permitted provided that they are located in existing or newly approved beds at the rear of the lot. All vegetable gardens must be removed before October 31 of each year.
12. Storm Doors. Storm doors must be "clear glass view" with no scroll work or design on the glass or door. The color must be white. The flanges are to be no greater than twelve (12) inches maximum for the bottom and five (5) inches on the remaining three sides.
13. Window and door screens must be kept in reasonably good condition.
14. Items kept on front stoops must be limited to reasonable amounts of plants, decorative, or functional items. Stoops may not be used as a storage space. One bucket of deicer may be kept on the stoop during the winter. It must be removed from the stoop no later than May 1.
15. Exterior Lighting.
- a. Ground Level
 - i. White mushroom style two (2) or three (3) tiered lawn lights are allowed.
 - ii. Black fixtures with white or clear lenses are the only type permitted.

- iii. Lights must be installed no more than nine (9) inches above ground level.
 - iv. Wiring and transformers must be installed out of view underground to prevent tripping hazards and interference with landscaping maintenance.
 - v. These light fixtures must use only low wattage bulbs.
 - vi. Lights are prohibited along driveways.
 - b. Light bulbs in permanent exterior fixtures must be white except during holidays.
 - c. Spotlights
 - i. Spotlights are allowed in the rear of the unit.
 - ii. Spotlights must be positioned to not shine directly into a neighbor's window.
 - iii. Spotlights must be attached to the wood trim.
 - d. Seasonal lights must be turned off within 30 days of the holiday. The lights must be removed within 60 days of the holiday.
16. Window Well Covers. Clear acrylic window well covers are permitted without prior written consent of the Association. All other types require Association approval.
17. Barbecue Grills.
- a. Grills must be stored on the patios.
 - b. Homeowners are responsible for heat damage to siding.
18. Sprinkler Systems. Underground sprinkler systems are permitted subject to prior written consent by the Association.
19. Gazebos, Awnings, Canopies, and Seasonal Tents.
- a. Permanent gazebos, overhead or screened-in structures are prohibited.
 - b. Temporary structures are allowed from April 15 through October 31.
 - c. Canopies
 - i. Must be a solid color
 - ii. Cannot be larger than the Patio
 - iii. A larger Canopy is permitted for one day
 - d. Awnings
 - i. Front and side awnings are prohibited.
 - ii. Backyard retractable awnings are permitted, subject to Board approval.
 - 1. When wood trim is painted, it is the owner's responsibility to remove the awning.
 - 2. Permanent extenders are prohibited.
20. Permanent Basketball Hoops. Permanent basketball hoops are prohibited.
21. Portable Sporting and Recreational Equipment. Portable sporting equipment and other recreational items are permitted provided that they are removed from the front or side yard and stored on the patios after use each day.

22. Flags. Flag poles of less than 6 feet in length attached to the buildings are permitted. Flags may not be hung flat against any part of the buildings.
23. Bug Zappers. Electronic insect repellent devices are not permitted.
24. Door Knockers. One doorknocker not exceeding eight (8) inches in height is permitted on front doors.
25. Kick Plates. Polished kick plates are permitted.
26. Garden Hoses. All garden hoses must be coiled and stored neatly at the end of the day. A hose reel may be mounted to the rear surface of your home within two (2) feet of the sill cock. Portable hose reels may be kept on the patio or stoop.
27. Dog Runs/Dog Houses. Dog runs and/or doghouses are prohibited.
28. Invisible Fences. Invisible fences are allowed subject to prior written permission by the Board.
29. Windows. Windows may be replaced with or without dividers (mullions).
 - a. Replacement windows must otherwise match the original color and style – white single or double hung.
 - b. Other styles such as awning, casement, tilt-turn, and glider are not allowed.
 - c. Replacing existing rear sliding patio doors with French doors, or the installation of frosted glass in rear facing bathroom windows is allowed.
 - d. Notwithstanding, all window, skylight, door, and garage door replacements or additions must be approved in advance by the Board.
30. Bird feeders. Bird feeders may be hung from backyard trees or other aboveground supports located at least six feet from the buildings. Bird feeders on ground level are prohibited.
31. Backyards. Backyards may not be used to store items such as, but not limited to, pallets, appliances, unused satellite dishes, tires, etc. Items kept in a yard which make landscaping maintenance difficult or impossible are not allowed.
32. Pet Waste. Pet excrement must be removed from the grounds immediately. At all times when walking a pet the animal must be leashed. Landscaping which dies because of pet waste may be repaired by the Association at the owner's expense. A fine may be levied if dog waste interferes with landscape maintenance.
33. Yard Waste. Yard waste from DIY landscaping projects should be bundled and placed on the patio for the landscapers to remove.
34. Deicer. The Association will provide deicer upon request. If the deicer is stored on the stoop during the winter, it must be removed no later than May 1.

35. Fire Pits
 - a. Any permanent or portable wood burning fire pit is prohibited.
 - b. Propane or Gas fire pits are allowed.
 - c. Fire pits must be a minimum of 15 feet from any combustible material
 - d. Fire pits cannot be located on the grass.

36. East Side Fence.
 - a. The fence along the East property line is common property.
 - b. The fence will be maintained by the association.
 - c. Attaching personal items to the fence is prohibited.
 - d. Storing personal items in the beds next to the fence is prohibited.
 - e. The association is not responsible for any damage to plantings in the beds next to the fence during maintenance of the fence or trees.

Chapter 4: Assessment Policy

1. General. Assessments paid by each owner fund the operations of the Association, and are payable monthly by the 15th. Other arrangements may be requested and considered by the Board.
2. Delinquency. Any owner who does not pay their assessment monthly is delinquent and a late charge (currently \$50) may be assessed.
3. Legal Proceedings. The Association reserves the right to initiate legal proceedings against any homeowner who is delinquent. All court costs and attorneys' fees paid by the Association in an effort to collect delinquent assessments will be added to the arrearage of the homeowner.
4. Rules Violations. Any penalties levied by the Board for Association rule violations which are not paid within fifteen days of the Board's decision shall be deemed delinquent and subject to additional fines.
5. Special Assessments. The Association may levy special assessments to fund capital projects. However total annual assessment increases of greater than 15% may be subject to homeowner review.
6. Revocation of Privileges. All Association privileges are automatically revoked if the homeowner is delinquent.

Chapter 5: Enforcement of Rules

1. Declaration Provisions. The Association, or any owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration, By-Laws, and Rules. Failure by the Association or by any owner to enforce any

Covenant, Restriction, By-Law or Rule shall in no event be deemed a waiver of the right to do so thereafter.

2. Fine System. Violation of any Covenant, Condition, Restriction of the Declarations, By-Laws, or Rules shall be subject to a penalty not exceeding \$1,000 per violation and revocation of privileges until said penalty is paid and the violation corrected.
 - a. Violation letter released requesting correction of the violation within 30 days.
 - b. Fines may be assessed as follows:
 - i. First violation - \$100.00
 - ii. Second violation - \$200.00
 - iii. Third violation - \$300.00

3. Procedural Rules. No penalty shall be assessed unless a hearing is held in accordance with the following procedural rules.
 - a. Time Limitations. Complaint letters must be sent within 35 days of violation.
 - b. Hearing Body. The Board of Directors shall hear all complaints.
 - c. Continuances. Continuances shall be granted for cause, except that each side shall be allowed one continuance without showing cause.
 - i. Cause is defined as:
 1. Party or witness is out of town.
 2. Party or witness is ill.
 3. Death in family of party or witness.
 - ii. Requests for continuances must be made to the Board of Directors.
 - d. Burden of Proof. A majority vote of the Board at a hearing with a quorum of the Board present will decide if a violation has occurred.
 - e. Enforcement.
 - i. Lien.
 - ii. Legal proceedings.
 - iii. Self Help. Notwithstanding anything to the contrary, the Association may physically take action to remove architectural violations, etc. if the homeowner has failed to do so within a reasonable amount of time. All costs related to said Association action shall be back charged to the homeowner and shall be added to any penalties already assessed and be subject to the enforcement provisions stated in these rules.
 - f. Definitions.
 - i. Final Decision - Any decision of the Board is final.
 - ii. Consolidation - Where two or more complaints are filed against an owner for the same claimed violation before a decision of the Board is rendered, they will be heard at the same time and will be considered as one violation.
 - g. Complaints.
 - i. Homeowners may file complaints.
 - ii. Board Members may file complaints, but may not take part in a hearing if the complaint has been made against that director.

- h. Notice. The complaint shall be delivered by personal service, email, or by US mail to the alleged violator's address in a reasonable amount of time before the hearing date.
- i. Penalties. The Board may assess a fine for violation of any Association rule or provision in the Declaration or By-Laws. Notwithstanding, the assessment of a fine shall not limit the Association from pursuing any other legal remedy in law or equity.
- j. Inconsistencies. All penalties or parts of penalties inconsistent with the Declarations or By-Laws are hereby repealed.

Chapter 6: Garbage Collection

1. All trash must be placed in plastic bags sealed at the top. Items that do not fit in such bags must be neatly stacked and secured so they do not blow away during windy conditions. All trash must be placed on your driveway apron.
2. Trash may not be put out prior to 7 PM the night before collection during daylight savings time, or prior to 4 PM the rest of the year.
3. Collection is performed by Groot after 6:00 a.m. on Wednesdays, except during holiday weeks as noted in Palatine's newsletter and website. If you have very large items, you may need a special pick-up (call Groot at 800-224-1977). Additional information may be found on Palatine's website.

Chapter 7: Insurance

1. Townhomes. The Association shall maintain a policy or policies of insurance covering the townhouses (not including the contents or your personal liability) which currently includes, without limitation, all alterations and additions thereto, subject to casualty contained in an "all risk" form insurance policy in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount endorsement. Owners are responsible for paying the deductible, currently \$2,500, and for any flood insurance which they may desire or which may be required by the terms of a mortgage. For a claim to be considered valid it must involve damage which is accidental, sudden, and caused by a covered peril.
2. Additions and Betterments. Because the insurance market is unpredictable and available coverages may change depending on market conditions, the Association has little control over the final coverages that will be included in the master policy. The Association will inform owners if Association provided coverage for betterments and additions becomes unavailable on the master policy. Should that happen we strongly suggest that individual owners add an endorsement to their personal policies to cover additions and betterments which may have been made to their homes after the original construction was completed. Examples of additions and betterments include, but are not limited to, such things as wallpaper, paneling,

mirrors and other wall treatments, finished basements, kitchen and bath remodels, custom lighting, flooring, exterior additions, etc.

3. Owners' Insurance. Each owner shall maintain at their own expense such insurance coverage as he or she may desire. Contact your insurance agent or broker for advice. The type of insurance policy that seems to fit best is called an HO6 policy. This type of policy generally covers your personal property and liability. As mentioned above, be sure to request an endorsement for additions and betterments if you are notified that the Association can no longer provide this coverage. Because owners are responsible for paying the deductible on claims filed against the Association's master policy we strongly recommend including Loss Assessment coverage in your personal policy, which is very inexpensive and should cover the deductible. The Association's agent can help provide answers to your insurance questions.
4. Common Areas. The Association provides insurance on the common areas in the form of:
 - a. Property coverage
 - b. Comprehensive general liability coverage
 - c. Directors and Officers Liability coverage
 - d. Workers compensation coverage
 - e. Fidelity coverage

Chapter 8: Limitations, Use & Occupancy Restrictions

1. Animals.
 - a. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot. Dogs, cats, or other animals commonly kept as family pets are allowed.
 - b. All pet owners are responsible for cleaning up after their pets daily on the Lots and Common Areas.
 - c. All pets must be kept on a leash at all times when not indoors.
2. Commercial Activities. No commercial activities shall be conducted on any Lot on the Property, except activities intended primarily to service residents of the Property. This shall not prohibit using the property as a home office provided that such use does not create a nuisance or any increased liability or risk.
3. Nuisances. Nuisances are not permitted.
 - a. Nuisances are defined as any activity, appearance, or sound which,
 - i. disrupts any resident's peaceful enjoyment of the Lots and Common Areas;
 - ii. impacts the health, safety or welfare of the owners and guests; or
 - iii. detracts from or threatens to detract from our property values.
 - b. Storage of any garbage, recycling bins, construction supplies, or other debris in the front yards, side yards, driveways or common areas is not allowed except as set out for collection by Groot or the landscaper.
 - c. Oil leaks on driveways or guest parking spaces will be considered a nuisance.

- d. Excessive noise from any source will be considered a nuisance.
- 4. Easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage, or obstruct or retard the flow of water through drainage channels.
- 5. Auto Repairs. Homeowners and residents are restricted to repairing only their own vehicles. All repairs shall be restricted to the owner's garage. No repairs are allowed on Palatine streets or in guest parking areas.
- 6. Firewood Limitation. Homeowners will be limited in the manner and method of storing firewood adjacent to your home as follows:
 - a. Storage of firewood on stoops or front and side elevations is prohibited.
 - b. Firewood may be stored neatly on your patio.
- 7. Lawn Furniture. Lawn furniture, when not in use, shall not be stored on the front or side yards of the homes, except that two chairs may be kept on front stoops.
- 8. Laundry/Clotheslines. No laundry and/or clotheslines shall be placed or used on the exterior of any lot.
- 9. Dumpsters or Other Storage Systems. Dumpsters or storage pods are prohibited except for short periods as may be reasonably needed for construction and/or moving. Permission from the Association is required.

Chapter 9: Maintenance

- 1. Maintenance Responsibility Chart (a separate document incorporated herein). This Chart was compiled from these rules and other Association documents, and as such it should be considered a part of the rules. The Association's responsibility to repair, maintain, or replace elements of the Common Areas or building exteriors shall not apply if the damage was not caused by normal wear and tear nor if the issue is determined to be a Builder Deficiency.
- 2. Definition. Common area shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.
- 3. Common Area. The Association shall maintain, repair, and replace the exterior components of the Common Areas as described in these rules and Article 11 of the Declaration and Article 6 of the Bylaws.
- 4. Townhomes. The Association shall paint, maintain, repair, replace, and tuckpoint all exterior surfaces of the townhomes, excluding glass (windows), door surfaces, and concrete (further addressed in Chapter 9, section 12 below). This includes, but

is not limited to, siding, roofs, chimneys, gutters, downspouts and shutters. Other than sharing any insurance proceeds, the Association is not responsible for the repair or replacement of any damage to the interior of the townhouse regardless of the cause.

5. Only licensed, insured professionals approved in advance by the Association may walk on the roofs. To ensure your safety, reduce Association liability, and avoid invalidating our roof warranty owners may not walk on the roofs at any time or for any reason.
6. The Association is responsible to remove snow greater than 2 inches deep from sidewalks, stoops, and driveways. The owners will be provided de-icing chemicals at Association expense which they may use to control ice on their stoops, sidewalks, and driveways as they deem necessary or appropriate. The Association may endeavor to apply such chemicals property wide when a significant ice storm is forecasted.
7. The Association is not responsible for the repair or maintenance of sump pumps, foundations, basement floors and walls, slabs, or garage floors. Owners shall maintain sump pumps to assure proper underground drainage from basements. The Association is not responsible for below grade leaks.
8. Landscaping.
 - a. The Association shall maintain, repair, and replace as needed all original landscaping in the common areas and the lots.
 - b. Any Board approved additions to landscaping installed by an owner shall be the maintenance responsibility of the owner.
 - c. In addition, the Association shall have no obligation to maintain landscaping which is surrounded by shrubs or other objects preventing access.
 - d. Should any original landscaping on a lot die,
 - i. It shall be the duty of the owner to notify the Association so an inspection can be performed to determine the cause of death and the species of plant involved.
 - ii. Under no circumstances shall the plant be removed until the Association has made an inspection.
 - iii. Removal before the inspection may, within the discretion of the Association, be deemed a forfeiture by the owner of the right to replacement at no charge.
 - e. Owners are responsible for watering all landscaping on their lots, especially new sod and seeding. Should landscaping die as a result of the owner's failure to water he or she will be responsible for the cost of replacement.
9. Joint Connections. In the event that maintenance is required to repair utility service lines, including but not limited to sewer, water, electrical, gas, cable TV, or telephone, said repairs shall be the responsibility of those members affected.

Unless the service interruption is caused by the negligent or willful act of a member, said repair costs shall be shared equally by those affected.

10. Charter Hall is located immediately adjacent to a wetland. All manner of wildlife, including larger animals such as deer, beaver, coyotes, etc., live there. There is nothing we can do about that. There is good information and advice about this on the Village of Palatine's website. It ends with the humane statement, "We, as intelligent human beings, need to learn to live in harmony with all our wildlife friends and realize that we have displaced them." Pest control responsibility shall be governed by the following:
 - a. Common wildlife such as chipmunks, birds, mice, rabbits and squirrels usually pose no health, safety or structural threat to the owners or our property.
 - i. They are virtually impossible to control or get rid of.
 - ii. Money spent relocating or euthanizing these animals, which is very expensive, will not eliminate them.
 - iii. State laws are very restrictive and generally do not allow those responses.
 - iv. Building underground fences, do not work. The critters will move on to another address or they will figure out how to get around a fence.
 - v. If non-toxic, non-lethal repellents to some critters are found to be effective and affordable, the Association may choose to apply them as deemed useful and beneficial.
 - b. Skunks, rats, raccoons, opossums, some bats and other wildlife may pose a health and safety issue. To the extent deemed possible and affordable by the Board, the Association will have them professionally removed.
 - c. Because of the risks involved, the Association will have any dangerous animal that gets inside a home professionally removed. Any costs incurred to open up and later repair interior walls for the purpose will be a homeowner responsibility.
 - d. Owners are responsible for the interior control of insects and mice.
 - e. The Association will attempt to control common pests such as insects, ants or bees on the outside of your home in an effort to prevent them from getting inside.
 - f. The Association will be responsible for the repair and replacement of wood trim or the elimination of a breach through which an animal entered your home.
 - g. The Association will not be responsible for the control of stray or feral animals such as cats or dogs.
 - h. Please do not feed outside critters with the exception of off-the-ground bird feeders.
11. Repair, maintenance, or replacement costs not specifically identified as an Association responsibility herein or in the other incorporated documents are the owner's responsibility. Costs identified as an Association responsibility shall be limited to expenses caused by normal wear and tear. Items determined to be a Builder Deficiency are not an Association responsibility.

12. Because of the very high cost to deliver water by truck for the purpose of maintaining the property or landscaping, the Association reserves the right to use owner supplied water. The cost for this is extremely low (currently 36.6 cents per 100 gallons). If requested, the Association will estimate the amount used and reimburse owners at the then current rate.
13. Concrete repairs which are the responsibility of the association will be made to eliminate trip hazards, structural threats, or other safety issues. The Board, with the advice of the manager and contractor, will determine the most cost effective solution in each situation (caulk, sealant, mud jacking, repair or replacement). Cracks may be patched to prevent worsening, prevent water penetration, and/or improve appearance.
14. The Association is not responsible for dryer vent or chimney cleaning. We recommend annual preventative cleaning to reduce the risk of fire. This may also increase the useful life of your dryer and lower your operating cost. Red door dryer vents are located on the roofs. Contractors must provide insurance and license information for Board for approval before working on the roofs.
15. Snow removal from our sidewalks, driveways, and stoops is an Association responsibility. The decision to remove snow from roofs belongs to the owner, as does the cost. Because of the danger involved, however, and the risk of damage to the roof or invalidating the roof warranty, the Association must approve the contractor and oversee the process.
16. At the Board's discretion, the cost of repairs funded by special assessments may be distributed to only the owners directly benefiting from the expense.

Chapter 10: Parking

1. Declaration Provisions. Each owner shall be provided with parking spaces located on his lot.
2. Guest Parking Areas. No owner nor his family member nor his/her guest may park a vehicle within the common guest parking areas on a regular or sustained basis. Any vehicle parked in this manner may be towed unless prior temporary permission has been given by the Association.
3. Commercial Vehicles. No commercial vehicles, busses, trucks, limousines, boats, trailers, or recreational vehicles may be parked or stored on the property, including the common parking areas, except that recreational vehicles may be parked for a maximum of 72 hours to load or unload.
4. Parking Regulations. All owners and residents must comply with Village ordinances, state laws, all posted or marked traffic signs or symbols, and notices distributed by the Association via the newsletter or otherwise.

5. Driveways. Parking a car so that it obstructs a driveway is prohibited.
6. Heavy Vehicles. Vehicles with a weight in excess of 10,000 pounds are prohibited from parking or being stored on the property.
7. Sidewalk Obstruction. Parking in such a manner as to block use of the sidewalks is prohibited by Village ordinance.

Chapter 11: Party Walls

1. Repair and Maintenance. The cost of reasonable repairs and maintenance shall be shared by each owner who makes use of the wall or walls. Repairs necessitated by the negligence of a homeowner shall be regulated by the laws on party walls concerning reimbursement for the cost of repair to the non-negligent homeowner.
2. Architectural Conformity. All party wall repair and maintenance must conform to existing architectural standards of the Association.

Chapter 12: Sales and Leases

1. Sales. All owners must notify the Association of their intent to sell. The Association will provide you with a paid assessment letter (PAL), subject to a reasonable service fee. You will need to present this to the title company to clear the exception to title concerning liens for Association dues.
2. Leases.
 - a. Any owner may lease their home, but no lease may be for a period of less than thirty (30) days.
 - b. Any owner intending to lease their home must give prior written notice to the Association.
 - c. All leases must include a signed copy of the Association's "Rider to Lease", and must be made expressly subject to the Association's Declaration, By-Laws, and these Rules.
 - d. Copies of the leasing documents along with the renter's contact information must be provided to the Association.
 - e. Owners and renters are responsible for complying with Palatine's rental ordinances.
3. Service Charge. The Association and/or management reserve the right to charge homeowners a processing fee to provide documents such as the disclosure requirements under CICAA (765 ILCS 160/1-35 d) or the PAL mentioned above which may be needed for sales, refinancing, or closing.

Chapter 13: Safety

1. Fire.
 - a. If you become aware of a fire leave your home immediately and then call the Palatine Fire Department – 911. If possible alert your neighbors, and then call management.
 - b. If possible, upon exiting your townhome, close all doors and windows and leave them unlocked for easy access for the fire department.
 - c. Keep the following items in your townhome:
 - i. Flashlight.
 - ii. Candle.
 - iii. Masking tape for sealing cracks.
 - iv. Escape ropes long enough to reach the ground from the second story.
 - d. Install and maintain smoke and carbon monoxide detectors.
 - e. Palatine has a reverse 911 phone system to inform you of emergency situations. The system already knows your landline phone number, if you have one, and will contact you on it if needed. You can add your cell number or email address by searching "emergency" on Palatine's website .
2. Tornado.
 - a. Stay as far away from outside walls and windows as possible.
 - b. Protect yourself from flying glass by staying behind large pieces of furniture.
 - c. If possible, seek shelter in the basement or interior first floor hallway.
 - d. Sit on the floor with your knees up and place your head between your knees with your hands over your head for protection.
 - e. Try to take a battery operated radio, candles, or flashlight with you.
3. Radon.
 - a. Radon is a very dangerous carcinogenic gas. Dangerously high levels of this gas have been found at Charter Hall. You are strongly advised to test your home and remediate if high levels of radon are found.

Chapter 14: Homeowner Hints

1. Drainage. Be sure your sump pump hose is placed so as to keep water away from your foundation. Purchase a flexible hose to attach to the discharge pipe so the point of discharge can be moved from time to time to eliminate ponding water and erosion. Place splash blocks under all downspouts to prevent soil erosion or attach flexible hoses to downspouts to keep water away from the foundation.
2. Frozen Pipes. On bitterly cold days, frozen pipes are a likely problem. Be sure to keep the thermostat set at a reasonable temperature; open cabinets to allow air to circulate around pipes; keep water dripping slightly through all faucets and be sure to disconnect all hoses before the first frost. If you are going on a vacation in the winter, contact a licensed plumber on how to winterize your pipes. Further, homeowners are responsible for their garden hoses.

3. Humidity. Those homeowners who use humidifiers may cause severe damage to their homes if they set the humidity level too high in cold weather. Be sure to follow operator instructions carefully. Over humidification can cause condensation that may appear to be a roof leak or pipe leak due to the large volume of water condensed. It can cause damage to drywall, as well as roof undersheeting that can cause the premature failure of your roof. If you have a humidifier, it might be wise to inspect your attic to see that no ice or condensation is forming on the undersheeting.
4. Ice Dams. Roof leaks in the winter may be caused by what are called "ice dams". Ice dams occur when snow accumulates on the roof and then melts at the roofline because of the escaping heat from your home. Gravity causes the melt water to flow downward to the edge of the roof, where it is colder and the water may freeze. As additional snow melts, the water is "dammed" by the ice and will be forced to flow up the roof. Roofs are not designed to protect against an upward flow of water, so the water will be pushed under the roofing shingles and potentially into your house.

The simplest way to avoid this is to periodically rake the snow off the roof so that it never gets a chance to build up. Please see Chapter 9 section 15 above. Do not perform this action yourself as you may permanently damage the shingles and invalidate our roof warranty. The Association will have this done for you at your request and expense. Never climb onto the roof. If you experience persistent roof leaks during the winter, you may need to install additional attic insulation to prevent heat loss, or heater coils to prevent the water from freezing in the gutters and along the eaves. Heater coils require Association permission to install.

5. Warranties. Be sure to keep all manufacturer and builder warranties in a safe location. Make sure you preserve your warranty rights by giving proper notice when problems first arise.
6. Storm Doors. In order to avoid extreme heat build-up which may cause damage to door moldings and/or inserts, homeowners should remove glass panes and insert screens in early spring. Homeowners are responsible for door molding or insert damage.
7. Product Information. Ask the seller for all product information, e.g. paint colors, cabinet manufacturer, counter top, etc. This is a good thing to have if they are damaged and need repair or replacement. Photos of your home and it's furnishings and systems may be very helpful if you need to file an insurance claim.

Disclaimer...

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