

EUCLID LAKE VILLAS  
HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

**Revised/Updated January 2007**

**EUCLID LAKE VILLAS HOMEOWNERS ASSOCIATION**

Adopted this 30<sup>th</sup> Day of **June 2007**, in accordance with the authority set forth in the Declaration of Covenants for Euclid Lake Villas Homeowners Association, recorded in the Office of the Recorder of Deeds of Cook County on March 22, 1962 as Document number 8430062 and amended on August 10, 1989, as document number 89370384.

**PREAMBLE**

These rules and regulations have been adopted with the intent of providing the residents of the Euclid Lake Villas, extracted from the technical language of the Declaration, By-Laws and Illinois Law.

Its goal is to maintain the property as a first class Association and to provide the residents with specific information that will be reviewed on an on-going basis by the Board of Directors.

However, the Board is not a police department and in order to have effective Rules and Regulations, it requires the cooperation of all the residents of the Association.

Unless the board is notified of rule infractions by the people that witness them, the Rules cannot be enforced. Each resident's cooperation and participation is encouraged.

Respectfully submitted,

The Board of Directors of the Euclid Lake Villas Homeowners Association

**EUCLID LAKE VILLAS HOMEOWNERS ASSOCIATION  
RULES & REGULATIONS**

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# EUCLID LAKE VILLAS HOMEOWNERS ASSOCIATION

## **RULES & REGULATIONS follow:**

### **1. ASSESSMENTS:**

1.01 All assessments are due on the first (1st) of each month and past due after the (15th) of each month. **A late fee of \$25.00 will be assessed to any & all accounts that are past due.**

### **2. BICYCLES:**

2.01 Fully functional bicycles cannot be stored within Owner's property in backyards where the area is too small. The bicycles shall not block ingress and egress to other units.

2.02 No bicycles, skates, roller blades, skateboards, scooters, and trolleys shall be ridden in common parking areas, common areas or common sidewalks.

2.03 A reasonable number of operable functioning bicycles may be stored on the sun decks/yards temporarily from **MAY 1 thru OCT 30** of each year only. The manner at which the bicycles are stored on the sun decks during the allowed period must be neat and orderly. No disassembled bicycles are allowed; parts of bicycles cannot clutter the decks or yards.

**Minimum of \$50.00/violation fine may be imposed or levied per day as violation continues.**

### **3. BOARD OF DIRECTORS**

3.01 In the event a member of the Board of Directors is found to be delinquent in his assessments by an amount equal to or exceeding three times his normal monthly assessment, without good cause shown, that Director shall be deemed to have constructively resigned and by a 2/3rds vote of the Board of Directors, that member shall be removed and a substitute can be appointed to serve until the next election of Board Members.

3.02 In the event a member of the Board of Directors misses more than three meetings in one year, without good cause shown, that Director shall be deemed to have constructively resigned and by a 2/3rds vote of the Board of Directors, that member shall be removed and a substitute can be appointed to serve until the next election of the Board Members.

#### 4. GARBAGE DISPOSALS AND USE OF DUMPSTERS:

- 4.01 Garbage shall be stored in the trash dumpsters only. Any other area is strictly prohibited for the storage of garbage.
- 4.02 Garbage must be put into trash bags and the bags must be tied securely before they are placed in the dumpster. Dumping the contents of your garbage cans, waste cans, and other refuse receptacles directly into the dumpsters without first bagging the garbage with plastic or paper bags are not allowed.
- 4.03 After placing the garbage bags into the dumpster, the lid of the dumpster must be securely closed.
- 4.04 There shall be no dumping of the materials listed below into or around the Association's dumpsters:
- a. Landscape material, including plants, branches, trees, or leaves.
  - b. Unwrapped animal droppings. Hazardous materials, Biomedical or other Hazardous materials, or other Explosive or Flammable materials. Wheels or car batteries. Dead animals, Firearms, Explosives, Human waste. Stoves, refrigerators/freezers, paints, solvents...
  - c. Washing machines, clothes dryers, large furniture or fixtures, bath tubs, toilets, doors, boilers or water heaters, TV sets, furnaces, sump pumps, ejector pumps, car parts, and all other household appliances... **CANNOT** be dumped/dropped off or left in the Association's dumpsters without first informing the Property Manager (Mperial Asset Management, LLC) to make arrangements for a special pick-up with the scavenger service. Any costs related to the special pick-up will be appropriately charged back to either the Association or Homeowner as the Manager determines.
- 4.05 There shall be no playing in or around any of the dumpsters. Picking or scavenging from the dumpsters is not allowed. Urinating and/or defecating in or around the dumpster is prohibited.
- 4.06 Painting or spraying graffiti on the dumpster is strictly prohibited.
- 4.07 Blocking/barricading access to the dumpsters is strictly prohibited.

- 4.08 Moving dumpsters to any other location for whatever purpose is strictly prohibited.

**NOTE** Non-resident friends, guests, relatives of unit owners **are not** allowed to use our garbage dumpsters for any reason to dump outside garbage or refuse from outside the association.

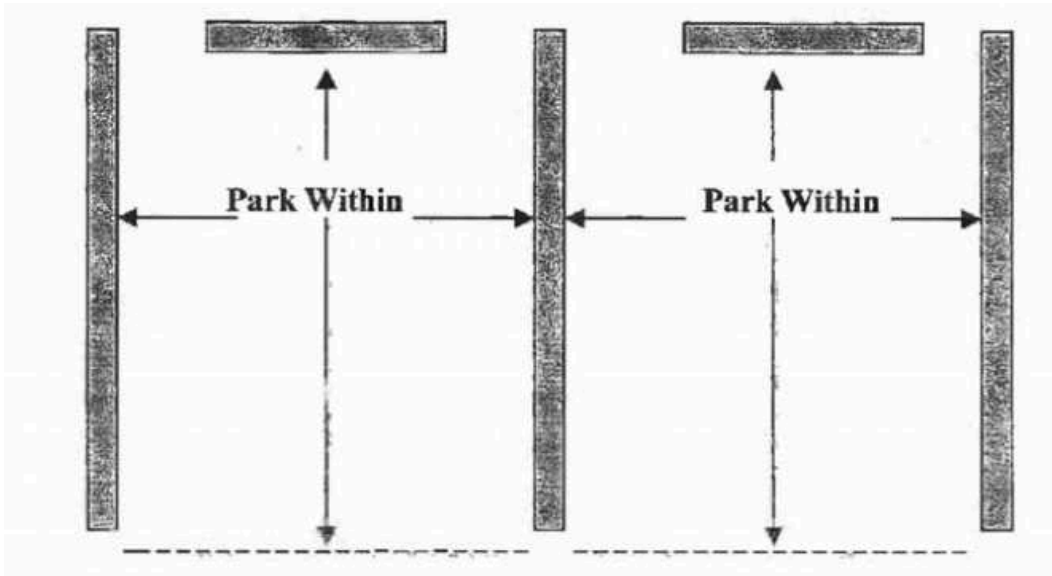
**A minimum \$100.00 violation fine may be imposed or levied per day or per week a violation continues.**

**5. COMMON AREA AND PARKING LOT RULES: (INCLUDING YELLOW ZONE PARKING)**

- 5.01 The following vehicles will not be permitted to park within the Association's parking lot and may be subject to towing at owner's expense.
- a. Vehicles without a current Illinois license plate.
  - b. Vehicles without the proper parking permit or sticker.
  - c. Vehicle or vehicles left on jacks, jack stands, mile crates, blocks, or any other form of lift or stand. Vehicles leaking fluids such as brake fluid, coolant, gasoline or diesel fuel, oil, or transmission fluid.
  - d. Any vehicle parked in the Association area that is left in a non-drivable condition for more than seven (7) days. Any vehicle which are consider dangerous by the Board of Directors or which pose a danger to residents and/or property.
- 5.02 Oversized and/or overweight vehicles (a vehicle that does not fit in the lines of a parking space and/or a vehicle which weighs over 2.5 tons) shall not be permitted in the Association parking lots.
- 5.03 Parking will be prohibited in the following areas of the parking lot and the Association:
- a. Parking along the fence with the vehicle parallel to the alley.
  - b. Parking along the fence over the line.
  - c. Parking in any fire lanes, center aisle of either courtyard, along driveways and any other designated no parking areas.
  - d. Encroaching on the neighbors privately owned space(s) on either side, parking beyond the clear demarcation lines or boundaries is not allowed or tolerated. Parking two (small) cars in the private parking spaces will not be tolerated or allowed except in special cases where:
    1. There are already three cars owned or registered and either neighbor who own and park to the left and right do not object and/or the residents whose backyard/passage way may be blocked do not object. (Must have permission in writing.)

2. On emergency or urgent cases and/or on temporary basis only.

**Park within or inside of your side of the lines and not on top of the lines  
AT ALL TIMES IF POSSIBLE.**



**Note:** The arrows define the area where you may park your vehicle and that it does not show that you may park on top or on the line(s). The direction on the arrows DO NOT indicate how the vehicle must face or park, but front-in is preferred.

**“It is strictly Prohibited to block or park in or around FIRE LANES, DRIVEWAYS, WALKS, DUMPSTER AREAS, ENTRANCES, EXITS, ACCESSWAYS, GRASS, GATES and in areas of the parking lot that are painted with diagonal lines. Violators will be fined and/or towed at their own expense.”**

**\*\*\* Common Sense, Courtesy & Compliance is greatly appreciated.**

3. Residents with only two registered cars must use the fence parking as well as the private parking space they have. There is no reason why two cars will be parked in the private space and not use the Association provided fence space. Continued defiance of this rule will result in fines and forfeiture of the unit’s fence parking space and/or towing of the violator’s vehicles at violator’s expense. Please refer to diagram above for illustration of “parking within or inside your side of the line”.
4. Use of a Resident-Homeowner in good standing of another Resident-Homeowner in good standing’s extra-unused space with the written and expressed consent/permission that is subject to association stipulation(s) & approved by the Association.

- 5.04 The following activities are prohibited in any of the common parking areas within the Association.
- a. Consumption of alcoholic beverages or ILLEGAL substances.
  - b. Parties.
  - c. Littering (emptying of ashtrays, leaving garbage, dumping of any kind.)
  - d. Playing loud music.
  - e. Urinating, defecating, lewd acts, profanities (in any language).
  - f. Repairs to vehicles that should be performed in an automobile shop.
  - g. Unnecessary honking of vehicle horns.
  - h. Graffiti, Spray-painting, of anything that may cause damage to the property or others.
  - i. Speeding & “burning rubber” (screeching of tires) making donut rings or looping (creating rubber marks resembling loops on the pavement).
  - j. Any other activities that will cause damage to the parking lot and/or vehicles or property and cause damage and/or harm to residents.
- 5.05 No objects or items, which do not belong in the parking lot such as lawn chairs, toys, and other personal property, shall be allowed in the parking lot area.
- 5.06 Enforcement of Parking Regulations: The Board of Directors (at its discretion) may enter into a contract with an appropriate company or individual to effect the removal of vehicles, which are not in compliance with the Parking Regulations.

**Minimum of \$100.00 violation fine may be imposed or levied per day or per week a violation continues.**

## **6. PETS**

- 6.01 All pets must be kept inside the pet owner’s premises/property unless accompanied by the owner or resident.
- 6.02 Residents can keep no more than a **total of two (2)** cats or dogs or a total of **two (2)** major pets in combination in one unit. (Major Pets – cats, dogs or any household domesticated pet)
- 6.03 Pets, if unrestrained would be a threat to other residents, is strictly prohibited. Excessive and prolonged barking is NOT tolerated.
- 6.04 If it can be shown the number of allowed pets exceeds **two (2)**, that a pet is vicious or destructive, and thereby a threat to other residents and their well-being, the board of Directors can give the pet owner written notification



that the pet must be removed from the Euclid Lake Villas by a specified date. After the specified date, if the pet has not been removed, legal action will be taken against the pet owner.

- 6.05 Pets must be kept on a leash when they are outside of the owner's property.
- 6.06 Owners/residents when walking their pets must clean up all waste and dispose of in a sanitary manner.
- 6.07 If a pet soils a common area, the pet owner is responsible for cleaning the soiled area.
- 6.08 Bathing of pets will be done **inside** the pet owner's property.

**Minimum of \$100.00 violation fine may be imposed or levied per day or per week a violation continues.**

## **7. SEASONAL DECORATIONS**

- 7.01 The placement of seasonal decorations outside the units will be restricted to Owner's property.
- 7.02 Seasonal decorations are permitted to be displayed outside, but they shall be displayed no earlier than one month prior to and no later than one month after the celebrated holiday.
- 7.03 Decorations outside which create a safety hazard are prohibited.

**Minimum of \$50.00 violation fine may be imposed or levied per day or per week a violation continues.**

## **8. DOOR & WINDOW TREATMENTS**

- 8.01 Windows are to be covered by some form of standard window treatment (curtains, draperies, blind, etc.). New residents are given **30 days** starting from the day they move in, to properly install window coverings. Sheets or other forms of improvised window treatments shall not be permitted after the initial 30-day period. Windows shall also have screens.
- 8.02 All units **MUST** have approved STORM/SCREEN doors and windows.

**NOTE:** Towels, Blankets, Bed Sheets, and other bedding and non-window treatment materials shall only be allowed or permitted for brief temporary or emergency use.

**Minimum of \$50.00 violation fine may be imposed or levied per day or per week a violation continues.**

## **9. VIOLATIONS AND FINES**

- 9.01 If someone is believed to be in violation of any of the By-laws or Rules and Regulations, a signed, written complaint must be submitted by an unit owner, a resident of Euclid Lake Villas or a member of the board.
- 9.02 The person charged with the violation will be given written notice of the complaint by the Board, informing him of the time and place where the Board of Directors will review the complaint. At that time he/she will have the opportunity to defend themselves. All hearings will proceed with or without the presence of the accused owner.
- 9.03 If any resident is found guilty of a violation, a fine will be charged to the assessment account of the owner of the unit in which the guilty person resides and is payable with the monthly assessments.
- 9.04 **There will be a minimum \$50.00 fine for each violation unless otherwise the rule violated calls for a higher minimum penalty provided the unit owner has not been fined for the same violation within the last year, otherwise, the fine will be a minimum of \$150.00 or the specified amount is specified.**
- 9.05 **In the event of any violation of the Rules and Regulations, Declaration or By-laws of the Association, the Board reserves the right to pursue any and all legal remedies to seek enforcement. Any and all costs and attorneys' fees shall be assessed back to the account of the offending owner at the time they are incurred.**

## **10. ABSOLUTELY NO LEASING/NO RENTING**

Leasing or Renting does not only apply to the unit as a whole but also to parts/rooms/spaces including the parking space deeded to the owner especially Renting or Leasing the above mentioned unit/space to a non-resident/non-homeowner at ELVHOA.

- 10.1 **Leasing/renting of unit or part of a unit is NOT allowed. Any unit owner that is renting or leasing is subject to a \$500/month violation fine/penalty plus legal & processing fees for defying/disobeying the Declaration of the Covenants.**
- 10.2 Residents-Homeowners who have extended family living with them MUST disclose this fact and must disclose who the extended family are for purposes of identification in case of emergency & security situations.

## 11. REAR SUN DECKS AND/OR PATIOS:

### 11.01 Building and/or refinishing of sun deck or patio:

- a. All owners that wish to fix or refinish their sun decks or patios at the rear of their property after May 31, 1999, must apply for an Architectural Approval form from the Property Manager: Mperial Asset Management, LLC and obtain prior written permission from the Board of Directors. An application will be provided for the owner to read and understand.
- b. The owner must sign the application form signifying that he/she understands the conditions and specifications for fixing and/or refinishing of decks and patios, and agrees to follow and comply with the conditions and specifications.
- c. Only when the above requirements are followed will permission be approved and issued to the owner. Failure to comply with the agreement will result in penalties, re-work of the deck or patio at the owner's expense until such time that the work is satisfactory and the agreement is satisfied within time specified by the Property Manager.
- d. The same rules will apply for current owners of properties who do not have a sun deck or patio and wish to have one built.
- e. This is necessary to assure strict compliance and uniformity is necessary so that our property value may increase.
- f. No annoying or improper activities or use of sun decks as basketball courts, jungle gyms, storing or drying area for clothes or foods (i.e. grains, beer, liquor, etc.) or other inappropriate articles that may cause a health or environmental hazard.
- g. No climbing in hand/top rails or privacy partitions.
- h. Since the sun decks are considered part of the architectural structure and are governed by rules, specifications they require an approved permit from the association and the Village of Mt. Prospect to build, alter, repair, improve or maintain. The Board reserves the right to compel any and all homeowners to fix and maintain their sun deck for safety and/or aesthetic purposes, to avoid the rotting or decay of an adjoining deck.
- i. No unauthorized or illegal addition or modification is permitted to the sun deck without the proper permits.

### **Fines are under Architectural Guidelines.**

### 11.02 Items or furnishing for sun deck or patio:

- a. Rear sun decks or patios within each owner's property are the property of each individual owner but has to be used and maintained in accordance to set guidelines. Rear sun decks and patios are not general storage areas.
- b. The following are some of the items generally allowed in Rear Sun Decks or Patios to within tolerance (size, condition, use, aesthetics or appearance): Deck patio furniture, barbeque grill, flower pots, plant stands, operable bicycle (1-2), garden hose, and gardening tools or implements, appropriate deck/patio decorations.
- c. The following are some items generally allowed in Rear Sun Decks or Patios to within tolerance (size, condition, use, aesthetics or appearance, noise or pollution factors). These items are to be stored inside the house or discarded when appropriate after each use. Safety and health reasons are also being considered. Ratios, TV sets, children's toys..., tools and tool boxes, mowers, power tools, non frequently used bicycles or riding toys...
- d. The following are some items generally allowed in rear sun decks or patios due to temporary remodeling or work done to property and is to be within tolerance (safety Health/Hazard, aesthetics or general appearance, time constraint...) if there is a valid reason that inside storage is not possible. Cabinets, construction material and supplies...
- e. No annoying or improper use of sun decks, such as basketball courts, jungle gyms, storing or drying area for clothes (NO CLOTHES LINES ALLOWED) or foods (i.e. grains, beer, liquor...) or other inappropriate articles that may cause a health or environmental hazard.
- f. No climbing on hand/top rails or privacy partitions.
- g. Since the sundecks are considered part of the architectural structure and are governed by rules, specifications they require and approved permit from the association and the Village of Mount Prospect to build, alter, repair, improve or maintain. Since most homeowners tend not to properly maintain their sundeck, the Board and Property Manager reserves the right to compel any and all homeowners to fix and maintain their sundeck for safety and/or aesthetic purposes and so that the adjoining deck will not rot or decay.
- h. No unauthorized or illegal addition or modification is permitted to the sundecks without the proper permits.

**Fines are under Architectural Guidelines.**

## **12. ARCHITECTURAL STANDARDS RULES OF ENFORCEMENT AND FINES**

- 12.01 **There will be a minimum \$250.00 fine for each violation, provided the unit owner has not been fined for the same violation within the last year. If the unit owner has been fined for the same violation within the last year, the fine will be a minimum of \$300.00.**
- 12.02 **In the event of any violation of the Rules & Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to seek enforcement. Any and all costs and attorneys' fees shall be assessed back to the account of the offending owner at the time they are incurred.**

## **13. FRONT LAWN/YARD**

- 13.01 In an effort to improve property values (curb appeal) and our Image (as an individual home and collectively as an Association) the following rules must be followed:
- a. Parties and/or picnics CANNOT be held in front of the house. If lawn chair(s) are placed in the front of the unit for whatever reason that cannot be avoided, the lawn chair(s) are to be taken back into the house or to the back immediately after being used.
  - b. No picnic tables will be allowed in front of the house at anytime.

**Minimum of \$100.00 violation fine may be imposed or levied per day or per week a violation continues.**

## **14. MISCELLANEOUS RULES**

- 14.01 Loitering or playing is prohibited in the parking areas.
- 14.02 Weeds shall be controlled and removed.
- 14.03 All backyards are the responsibility of the unit owner to maintain – all yards must be seeded with grass or sod.
- 14.04 Exterior rear lighting should be left on from dusk until dawn.
- 14.05 No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of the Common Area. The Common Area and residences shall be kept free and clear of all rubbish, debris and other unsightly materials.

- 14.06 No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the premises nor shall any "For Sale" signs or any other advertising be maintained or permitted on any part of the premises, except as permitted by the Association Board.

**Minimum of \$150.00 violation fine may be imposed or levied per day or per week a violation continues.**

**15. SUMMARY OF PROHIBITED ITEMS AND ACTIVITIES NOT ALLOWED IN ELVHOA PARKING LOT AREA:**

- 15.01 Not having a current Illinois License Plate.
- 15.02 Parking without the proper permit or sticker.
- 15.03 Vehicle(s) left on jacks, jack stands, milk crates, blocks or any other form of lifts or stands.
- 15.04 Oversized and/or overweight vehicles (a vehicle that does not fit in the lines of a parking space and/or a vehicle which weighs over 2.5 tons) shall not be permitted in the Association parking lots.
- 15.05 Parking along the fence with the vehicle parallel to the alley.
- 15.06 Parking along the fence over the dotted line.
- 15.07 Parking on the fire lanes, center aisle or either courtyard, along the driveways and designated no parking areas.
- 15.08 Vehicle(s) leaking fluids such as brake fluid, coolant, gasoline or diesel fuel, oil, transmission fluid.
- 15.09 Storing of inoperable vehicles.
- 15.10 Dangerous vehicle(s) that pose a danger to residents.
- 15.11 Residents playing in the parking lot, in and/or around vehicles.
- 15.12 Consumption of alcoholic beverages.
- 15.13 Partying.
- 15.14 Littering (emptying of ash trays, leaving garbage, dumping, leaving of dog droppings...)

- 15.15 Racing (“peeling out or burning rubber”)
- 15.16 Speeding.
- 15.17 No things or objects that do not belong in the parking lot such as lawn chairs, toys...
- 15.18 Improperly parked vehicle(s).
- 15.19 Playing loud music.
- 15.20 Urinating.
- 15.21 Activities that will cause damage to the parking lot and/or vehicles or property and cause danger and/or harm to residents.
- 15.22 Extensive repair of vehicle(s) that should be performed in a shop.
- 15.23 Un-necessary honking of horn.
- 15.24 Spray painting of anything that may cause damage to property or others.
- 15.25 No pet dogs roaming in the parking lot.
- 15.26 For their safety, minors should be supervised while in the common areas.

**Minimum of \$150.00 violation fine may be imposed or levied per day or per week a violation continues.**

**16. SUMMARY OF RULES REGARDING THE USE OF THE DUMPSTERS:**

- 16.01 DO NOT empty your garbage cans, waste cans, and other refuse receptacle directly into the dumpster without first bagging them in plastic or paper bags.
- 16.02 NO DUMPING of landscaping materials (plants, branches, trees, leaves) into the dumpsters.
- 16.03 NO DUMPING of unwrapped animal droppings.
- 16.04 NO DUMPING of HAZARDOUS material(s), BIO-MEDICAL HAZARDOUS MATERIALS, oil, car batteries, dead animals, human waste, explosive or flammable materials.

- 16.05 NO DUMPING of stoves, refrigerators/freezers, washing machines, clothes dryers, large furniture or fixtures, bathtubs, toilets, doors, boilers or water heaters, TV sets, furnaces, sump pumps, ejector pumps, car parts... without first informing the Property Manager (Mperial Asset Management, LLC) to make arrangements and securing permission.
- 16.06 Playing in or around any of the dumpsters is not allowed.
- 16.07 Picking or scavenging from the dumpsters is not allowed.
- 16.08 Urinating and/or defecating in or around the dumpster is not allowed.
- 16.09 Painting, spraying graffiti on the dumpster is not allowed.
- 16.10 Blocking access to the dumpsters is not allowed.

**Minimum of \$150.00 violation fine may be imposed or levied per day or per week a violation continues.**

## **17. ADDITIONAL RULES AND REGULATIONS**

- 17.01 Use of profanity, lewd language or behavior is discouraged and will not be tolerated.
- 17.02 Disobeying or not adhering to posted signs or published regulations (i.e. parking regulations, traffic directions...) will not be tolerated.
- 17.03 Filing a false, malicious, unfounded or nuisance violation report or any report thereof for the purpose of vengeance or getting even is strictly prohibited and will not be tolerated.
- 17.04 Guests/relatives/friends/visitors of all homeowners, residents, are expected to obey, respect and observe all rules and regulations and observe common courtesy. The Homeowner will be ultimately responsible of the inappropriate actions of their guests/renters/visitors.
- 17.05 No pulling, hanging on and/or climbing on tree(s) and/or bush(es).
- 17.06 No climbing/jumping on car(s).
- 17.07 There will be no blocking of anyone's gates or walks or right of way by cars parked improperly or any other items.
- 17.08 Unnecessary unreasonable noise, annoying and/or disturbing activity especially after **10:00 P.M.** will not be tolerated. Noise emanating from



power tools, hand held hammers, saws & all types of banging or construction/repair related activity SHOULD seize at 10:00 PM PROMPTLY.

- 17.09 Persons/homeowners and others that are not qualified or licensed to perform roof repair, TV Antenna or Satellite Dish installation or anyone that have/has no business being on the roof are prohibited from climbing onto the roof of any building. Damage to neighboring properties have/has been reported and found to have resulted in neighbors financial loss & inconvenience due to the result of the damage and while no property loss or lost life or injury has been reported YET, we would like very much to AVOID/PREVENT it. Violators will be fined or penalized & legal action will follow if needed.
- 17.10 There will be absolutely NO PLAYING in the middle courtyard. The middle courtyard is the grassy area between the two center buildings identified as (1230-1248 and 1250-1268). Complaints of annoying/disturbing and damaging ball playing and/or other inconsiderate activity or play have been reported. This rule will also apply to the front yards of the properties (along Euclid, Wheeling Road and Boxwood) when playing goes beyond property lines or yards.

**Minimum of \$150.00 violation fine may be imposed or levied per day or per week a violation continues.**

*Please be mindful, respectful and considerate of your neighbor's wishes, rights and properties. There is a large and safe park or field by the school. It is suggested and encourages that children, accompanied by their parents/guardians/responsible adults, go to the PLAYGROUND to safely play & ride their bikes, trikes, scooters or wagons & skate there BUT remember to WATCH and SUPERVISE your kids at ALL TIMES. NEVER leave them unattended or alone for even a second when out of your home.*

## **18. SUMP PUMPS & EJECTOR PUMPS**

ALL Townhomes/Units in the Euclid Lake Villas complex MUST have at least One (1) working and properly installed **Sump Pump** & One (1) working & properly installed **Ejector Pump**.

### **What is a Sump Pump?**

In each basement (usually near the water heater) is a hole in the basement floor like a well and in that well is a pump that expels water that gets into it from the drain tiles around the basement's foundation.

When it rains or it snows and the snow melts or you water the lawn near your unit, the water then seeps onto the ground and finds its way to the drain tiles of your foundation. To prevent damage to your foundation, the water gets channeled into the well in the basement and the Sump Pump expels the water by pumping it out

thru the PVC pipes that drains out to either your side, front or back lawn. (Most units expel Sump Pump water via the front)

There are two types (usually) of Sump Pumps:

- A. Submersible – found/installed in the well (common)
- B. Pedestal – found outside & directly above the well. (not so common)

**Sump Pumps** should be installed by a qualified person to ensure that proper connection of PVC pipes protect and do not cause damage, leaks, danger and that proper electrical connection/wiring is followed to code.

Also, Sump Pumps discharge water must be allowed to run outside the unit and the discharge must drain onto the ground.

**Sump Pump** wells are only meant for rainwater to be collected and pumped out and NOTHING ELSE.

Washing machine discharge, soapy water, dirty water from other washings and definitely portable toilets or showers installed in basements (legal or not) **CANNOT** and **MUST NOT** be made to drain in the Sump Pump well.

Sump Pump discharge pipes or hoses must lead away from the unit within your property but not onto walkways or embankments that will make your neighboring property(s) flood.

Sump Pumps **cannot & must not** be made to drain into your sanitary sewer (black cast-iron pipes in your basement) where toilets/sinks/bathtubs in your house empty out or into.

### **What is an Ejector Pump?**

In each basement there must be a sealed bucket like receptacle, usually beside or under the wash tub/sink or an approximate area around the wash tub/sink.

Dirty water from the washtub/sink drains into this sealed bucket where there is a separate and special pump inside of it that grinds (before it is pumped out) & pumps out dirt and small yet soft objects to the sanitary sewer and soft yet solid objects. Ejector Pump discharge cannot be made to drain in the Sump Pump well but must be made to drain into the Sanitary Sewer. The Ejector Pump needs to be vented also so a qualified plumber/installer needs to take **care** of this so it will be to Village code(s).

- YOU **MUST** HAVE A WORKING & PROPERLY INSTALLED SUMP PUMP.
- YOU **MUST** HAVE A WORKING & PROPERLY INSTALLED EJECTOR PUMP.

## **NO EXCUSES/EXEMPTIONS/REASONS ACCEPTED.**

**Minimum of \$250.00 violation fine may be imposed or levied per day or per week a violation continues.**

### **19. MISCELLANEOUS**

- A. ANY and/or ALL homeowners who engage or contract or employ the service of a licensed contractor, licensed service company or licensed individual to do or perform work for improvement or repair, MUST follow the process in place and secure the Association permits/permission (where applicable) and secure an insurance policy covering/protecting the Association, residents and neighboring properties against property damage, injury or loss. Also, the homeowner will be ultimately responsible for the proper and timely cleanup, disposal or hauling out of any refuse material(s) supplies left over/behind from construction/repair.
- B. Upon request by seller for closing documents and liability clearance (i.e. dues, fines...), must require a face-to-face meeting with prospective buyer to clear any misconceptions or fairy tales given to them by a seller and NOT to refuse or reject/discriminate against a prospective buyer but only to indoctrinate and/or orient the prospective buyer on all of the Association's dos and don'ts and ensure that the rules and processes are understood clearly.

**Minimum of \$300.00/violation fine may be imposed or levied per day or per week a violation continues.**

### **20. SPECIAL SERVICES & SERVICES ABOVE & BEYOND**

When and if the Association is compelled/forced to undertake a task that goes beyond the normal services provided in the name of the good of one and all because of a homeowner's failure to own up & take care of his/her responsibility, the Association may opt to charge the unit owner an extra service/surcharge/fee of **\$100.00/occurrence** that goes to the Association on top of the expense charged by an outside or special service provider. Remember, the Association is not responsible for taking care of duties & responsibilities that fall upon the individual owner. The Association is NOT a personal business provider.

As an addition, if the property manager has to take out-of-schedule trip(s) beyond the number of inspections already provided in our contract to the property to re-inspect habitual offenders/violators another charge to the habitual violator shall be imposed/occurrence in the amount of **\$25.00**.

**ALSO...**

- Notices, applications and/or any other written communication should be in writing or on the prescribed form and truthful, clear and legible and completely filled out & submitted with diagrams and schematics if at all possible with orientation or positioning relative to its surroundings.
- In such times where an ELVHOA form is required and available (see forms and form samples provided at the rear section of the ELVHOA Rules & Regulations) NO REQUEST will be processed if not submitted on the prescribed form or not in writing.
- A processed request **does not** mean an approved request.
- DO NOT approach any Board Member/Director/Officer of the Association hoping to expedite approval or in place of the process mentioned. This is a process that is IN PLACE for ALL to FOLLOW.
- You may DISCUSS only but approval or consent is not recognized in this forum and subject to fine/penalties and legal action if needed.
- Remember to consult before doing any project and always inform the Association (in writing) of pertinent information regarding your EMERGENCY contact INFO & VEHICLE data INFO to avoid problems.

# **Euclid Lake Villas HOA**

## **Backyard Chain Link Fences Standards**

- ***Applying for the association permit is ALWAYS NEEDED and is a MUST!***
- **ONLY Locking Gated, Four Foot High Chain Link Fences that equal the height and finish of all neighboring or connected Chain Link fences Security Fences (security for your children, pets & personal property) are ALLOWED or PERMITTED. NO PRIVACY FENCES ARE ALLOWED.**
- **Fence posts are supposed to be of standard:**
  - **2 ½ inch diameter metal/galvanized pipe are a must for main anchoring (vertical), sunk and anchored by concrete below ground per village specs.**
  - **2-inch diameter metal/galvanized pipe are a must for secondary or middle stringers support (vertical). METAL TOP CAPS ARE A MUST.**
  - **1 ½ inch diameter metal/galvanized pipe are a must for (horizontal) anchoring support for fastening the chain link mesh.**
  - **Fence mesh must be fastened to the support appropriately.**
  - **Only chain link or cyclone of the same gauge or thickness wire matching the majority of the fences is allowed. NO CHICKEN WIRE or any other type of fence is allowed.**
  - **NO mesh shall be allowed overhanging or extending (over or under) or beyond the plain of the support. (MUST BE CLEAN & NEAT)**
  - **GATES MUST BE CLOSED AT ALL TIMES!**
  - **Any damage resulting from plowing or landscaping or any other non-owner caused damage MUST be reported within one week of the incident.**
- **ONLY Clean Galvanized or Silver colored finish is allowed. (For those who have a hard time understanding the statement above, NO GREEN fences allowed, NO BROWN fences allowed, NO OTHER COLOR, TEXTURE, MATERIAL, FINISH is allowed!)**

- **Rusty, Broken Down, Bent, Incomplete, Missing sections of fence or fences MUST BE MAINTAINED AND REPAIRED to standard and code. NO EXCEPTIONS.**
- **NO I-Beams or PVC pipes or other inferior illegal or makeshift materials are allowed.**
- **NO PRIVACY PARTITIONS OR DEVICES such as VINYL SLATS, WOOD SLATS or BAMBOO SLATS or SLATS of any material are allowed on fences.**
- **NO EXCESSIVE OR UNSIGHTLY VINE or plant growth is allowed to crawl or grow on fences.**
- **Fences (link or chain mesh, posts, gates, locks, caps, supports, fasteners) must be maintained to standards and codes.**
- **NO GRAFFITI or UNSIGHTLY paint or marking is allowed on any fence.**
- **ONLY a small amount of plant or vine crawl or growth is allowed and the plant or vine crawl MUST BE well trimmed or groomed. Excessive and badly managed or maintained plants/shrubs or crawl IS NOT ALLOWED.**
- **RUSTY and DELAPIDATED fences must be upgraded, maintained to standard and code by the owner.**
- **Fenced are not to be used for hanging or drying clothes or any other item.**
- ***Applying for the association permit is ALWAYS NEEDED and is a MUST!***

# Euclid Lake Villas HOA

## Patio & Walk Standards

- ***Applying for the association permit is ALWAYS NEEDED and is a MUST!***
  - Patio and walk design must be functional, safe and environmentally friendly, and must be durable.
  - Patios and Walks require strict compliance with the Association's and Village's Codes & Standards.
  - Patios and Walks **cannot cause** a flooding issue or hazard or problem.
  - Patios and Walks **cannot be** made out of poured concrete.
  - Patios and Walks **cannot be used** as storage or parking space of motorcycles, bicycles, trailers, sheds, exercise equipment or storage of items not deemed improper by the association.
  - Patios and Walks **cannot be made of wood or other non-appropriate** materials.

***DON'T FORGET, Applying for the association permit is ALWAYS NEEDED and is a MUST!***

# **Euclid Lake Villas HOA**

## **Pet owner(s) & neighbors' responsibilities & what is expected.**

- **In our Rules & Regulations, homeowners (new or otherwise) are expected to observe all rules including all common sense codes and rules on courtesy and for health, safety and liability reasons.**
- **If a rule is not published in our Rules & Regulations, it does not mean that a law or code or common sense does not exist.  
(i.e. We do not have a law or standard in our Rules that says a dog must have a dogs license and that dogs must have all required shots or vaccinations, BUT the VILLAGE requires all that so ALL must follow & comply.)**
- **It is best to file an application for dogs or pets with the Association so that you can be better advised of the Village's codes, notices and bulletins.**
- **Any and All PET OWNER(S) is/are responsible for the complete and proper cleanup of his/her pet's droppings and its proper disposal whenever & wherever the pet soils or goes (POOPS)**
- **Dog barking is unavoidable, BUT owner(s), especially of loud barking dog(s), is/are expected & required to observe common courtesy toward his/her neighbors and must do whatever is humanely responsible and/or allowed by law to keep noise or barking to a minimum or tolerable degree in reasonable hours of the day and/or night.**
- **Leaving dogs chained to decks and/or fences or roaming in the fenced in backyard where dogs are constantly barking, growling, snarling at neighbors will not be tolerated.**
- **Pets need care, love and responsible owners/masters and neighbors as well. NO abuse, taunting or teasing of pets will be tolerated.**



# Euclid Lake Villas HOA

## Deck Construction or reconstruction, Finishing or refinishing Standards

- *Applying for the association permit is ALWAYS NEEDED and is a MUST!*
- **Construction of new decks or reconstruction of old decks requires application of permit from the association before getting a permit from the Village. Plans, dimensions, layouts and details must be submitted with application.**
- **Decks must be washed prior to STAINING & the WATER PROOFING or SEALING.**

**No painting of decks is allowed.**

**The ONLY Stain colors allowed are:**

1. NATURAL WOOD
2. CLEAR
3. CEDAR
4. PINE

**NOTE:** All current redwood stained or finished decks of different color need not be refurnished now, **BUT in the future**, if refinishing will be done or is desired or deemed necessary, the refinishing **MUST** comply with our **CURRENT** standards or owners will be penalized!

- **The association and/or the Village Inspector will conduct regular inspections of decks, deck floors, steps, railings and general condition to ensure that people accessing these decks are safe and the decks cause no safety and/or environmental issues or concerns and that all decks are to the village, fire and safety codes.**
- **Any and All those that are found in violation of any code or standard will be given reasonable time to correct the problem(s) and pass inspection.**
- **The Village of Mt. Prospect and/or the Euclid Lake Villas HOA will penalize any and all that do not comply.**

***DON'T FORGET, Applying for the association permit is ALWAYS NEEDED and is a MUST!***

# **Euclid Lake Villas HOA**

## **Aluminum Soffit & Fascia Standards:**

- ***Applying for the association permit is ALWAYS NEEDED and is a MUST!***
- **Only Aluminum Soffits and Fascias are allowed.**
- **Soffits and Fascias must conform to Association approved materials, textures, colors and finishes.**
- **The ONLY accepted common & widely used colors must be the same as existing colors or very close to it. Same color known by other names or brands as Beige, Bisque... is allowed only after association approval.**
- **PLAY IT SAFE AND OBTAIN A COLOR SAMPLE, PAINT CODE AND COLOR... OR SAMPLE PRIOR TO BUYING OR SIGNING a contactor to do the work.**
- **Failure to comply will result in fines among other penalties.**

***DON'T FORGET, Applying for the association permit is ALWAYS NEEDED and is a MUST!***

**INDEMNIFICATION AGREEMENT**

This Indemnification Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By and between the Euclid Lake Villas Home Owners Association and

\_\_\_\_\_ (“Owner”).

In consideration of the mutual covenants set forth herein, Association grants Owner the right to install a satellite dish one (1) meter or less in diameter on portions of the property in which the Owner has exclusive use or control located in the Association provided Owner shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, losses, judgments, executions and expenses, including all costs of defense and attorney’s fees (hereafter “claims”), arising out of or resulting from the installation, maintenance, use or removal of this satellite dish, provided that any such claim is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission of the Owner or anyone for whose acts any of them may be responsible or liable regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event any claims are lodged against the Association, its directors, officers, agents or members by the Owner or by anyone for whose acts any of them may be responsible or liable, the indemnification obligation set forth in this Agreement shall not be limited in any way by a limitation on the amount of type of damages.

THE EUCLID LAKE VILLAS  
HOMEOWNERS ASSOCIATION:

Owner:

By \_\_\_\_\_

By \_\_\_\_\_

EUCLID LAKE VILLAS ASSOCIATION  
ARCHITECTURAL IMPROVEMENT APPLICATION

Name \_\_\_\_\_ Date \_\_\_\_\_

Unit Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Work \_\_\_\_\_

***Type of Improvement (Including dimensions, locations, type, etc.)***

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NOTE: a sketch of all improvements must be submitted with this application along with a photocopy of your "Plat of Survey" with improvements drawn to scale to show exact location and dimensions. Other material must be submitted in accordance with published architectural regulations or as required by the Association.

Color (if applicable, include paint brand) \_\_\_\_\_

Construction Material \_\_\_\_\_

Other \_\_\_\_\_

Supplier \_\_\_\_\_ Approximate Cost \_\_\_\_\_

I/we understand that installation of the improvements proposed herein must conform to the specifications outlined and that this improvement will be inspected upon completion. Any deviations from the specifications herein could result in the improvements being removed or altered at my/our sole expense. I/we will be solely responsible for the continued upkeep and maintenance of the improvement and will be solely responsible for any encroachment this improvement may make on private or common areas. I/we expressly agree that upon a breach or violation of Parkside Condominium Association Declaration and By-Laws in addition to all other remedies shall be entitled as a matter or right injunctive relief in any court of competent jurisdiction.

Unit Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_

This work must be completed within 6 months of the date of approval or this application will expire and a new application will have to be submitted.

Approval for any project by the Association does not waive the necessary required Village permits. In order to avoid unnecessary expense and delay, please obtain Association Board approval before applying for a Village Permit. Obtaining the required Village permit does not waive the need for Association approval of proposed changes.

Approved By \_\_\_\_\_ Date \_\_\_\_\_

Not Approved \_\_\_\_\_ Date \_\_\_\_\_

Reason for Disapproval \_\_\_\_\_

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**EUCLID LAKE VILLAS HOMEOWNERS ASSOCIATION  
RESIDENT SURVEY-OWNER QUESTIONNAIRE  
MUST BE COMPLETED & SIGNED BY OWNER OF RECORD**

The following information will not be shared with other residents, and will be kept on file at the management office for emergency contact purposes only. Please complete this form and return it with your monthly assessment check, or mail to: Imperial Asset Management  
110 N. Brockway Street, Suite 320  
Palatine, IL 60067

PLEASE PRINT OR TYPE

Owner(s) as listed on title: \_\_\_\_\_

Address \_\_\_\_\_

Do you live in unit?            YES \_\_\_\_\_            NO \_\_\_\_\_

Please list other persons living in unit other than owners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Number of People Living in unit:        Adults \_\_\_\_\_        Children \_\_\_\_\_

Home Phone #: \_\_\_\_\_

Business Phone #: \_\_\_\_\_

Email address (which you use regularly): \_\_\_\_\_

Please list color, make and model of automobiles that are owned and/or used by you, even if they are not routinely parked in your reserved space. Please include license plate number for all vehicles listed. If this should change, please contact the Property Manager.

Make (ex: Chevy) \_\_\_\_\_ Model (ex: Cavalier) \_\_\_\_\_ Plate # \_\_\_\_\_  
Sticker # \_\_\_\_\_ Black/White Sticker \_\_\_\_\_ Yellow Zone Sticker \_\_\_\_\_

Make (ex: Chevy) \_\_\_\_\_ Model (ex: Cavalier) \_\_\_\_\_ Plate # \_\_\_\_\_  
Sticker # \_\_\_\_\_ Black/White Sticker \_\_\_\_\_ Yellow Zone Sticker \_\_\_\_\_

Make (ex: Chevy) \_\_\_\_\_ Model (ex: Cavalier) \_\_\_\_\_ Plate # \_\_\_\_\_  
Sticker # \_\_\_\_\_ Black/White Sticker \_\_\_\_\_ Yellow Zone Sticker \_\_\_\_\_

If you are elderly, handicapped, or have any other special needs or concerns that we should be aware of, please indicate below. We will forward this information to the Mt. Prospect Fire and Rescue department and the Mt. Prospect Police department in case of an emergency:

\_\_\_\_\_  
\_\_\_\_\_

By signing and dating this form I certify that the information provided is true and current:

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Date Signed

Effective January 1, 2012 the Property Management Company is:

Mperial Asset Management, LLC  
110 N. Brockway Street, Suite 320  
Palatine, IL 60067

Phone/Fax: (847) 757-7171

Email: [EuclidLakeVillas@gmail.com](mailto:EuclidLakeVillas@gmail.com)

Ask about the Mperial “Easy Pay” System to save postage and time by automatically paying your monthly assessments!