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INTRODUCTION

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all Unit Owners, Residents, their families and guests. The Unit Owner shall be held responsible for the action of their residents, families and/or guests. Exceptions to the Rules must be approved in writing by the Board or its duly authorized agents following a written request by a Unit Owner.

OBJECTIVE

The Westchester Club Rules and Regulations have been developed to reflect the concept of town home living by providing a level of consistency in the appearance of the property and to ensure the safety and peaceful co-existence of the homeowners. This document is subject to periodic review for the purpose of updating, revising or changing any rules and regulations as may be deemed appropriate to maintain the integrity and applicability of the document.

DEFINITIONS

In the event a term is used in the rules which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Declaration, or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

- A. Declaration: The Amended and Restated Declaration of Covenants for The Westchester Club Homeowners Association which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on June 3, 2003 as Document No. 0315427000 and as amended from time to time thereafter.
- B. By-Laws: The By-Laws of Westchester Club Homeowners Association and as amended from time to time thereafter.
- C. Property: Conveyed to and owned by the Association and each Townhouse Unit Owner including any improvement therein (described in G and R in these definitions).
- D. Association: Westchester Club Homeowners Association, an Illinois Not-for-Profit Corporation.
- E. Board: The Board of Directors of the Association.

- F. Rules or Rules and Regulations: The Rules and Regulations of the Association, as adopted, pursuant to the powers available to the Association and the Board.
- G. Common Property: The area conveyed to and owned by the Association. (All Property not designated a plotted lot as recorded in the office of the Cook County Recorder upon which lot a Townhouse Unit is constructed. Listed as lots 72 and 73.)
- H. Owner or Unit Owner: The owner or owners of a Unit, as revealed by the public records, unless expressly provided otherwise by the Declaration. Where the Owner is a trust, the beneficial owner of the trust and any person having the exclusive power of direction over the trust shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.
- I. Member or Members of the Association: A Unit Owner.
- J. Resident: Any person who resides on the Property including families of Unit Owners and tenants of Unit Owners and including a Unit Owner if the context so indicates.
- K. Common Expense or Assessment: Any amount which the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, By-Laws and/or the Rules and Regulations.
- L. Managing Agent or Manager: The person or entity which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.
- M. Permitted Vehicles: Non-commercial passenger-type, validly licensed Class A and able to be stored in a unit's garage with the door closed. Any other vehicle must be stored in the unit's garage with the door closed.
- N. Non-Permitted Vehicles: All vehicles other than those defined above as Permitted Vehicles.
- O. Emergency Vehicles: Ambulances and hospital or medical vehicles of any type; or fire fighting vehicles of any type; or police protection vehicles of any type; or snow plowing vehicles; or Permitted Vehicles when being utilized for emergency purposes for the health, safety and welfare of the Unit Owners, Residents and other Persons on the Property.
- P. Abandoned Vehicles: Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; or which has not been used or

moved for seven (7) consecutive days or more; or which does not have a current, valid vehicle license plate and municipal vehicle sticker, if required; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.

Q. Limited Common Element: Any area which serves only one Unit but is maintained by the Association (i.e., driveways, walkways, decks, patios, stone retaining walls, roofs, garden areas, window wells, and foundations, and exteriors excluding glass in windows, screens, storm doors, mechanisms that operate automatic opening doors or windows, the air conditioning unit and its base, faucet fixtures, door handles, locks, light fixtures and outside electrical outlets).

R. Townhouse Unit/Lot: The residential unit that may be attached to one or more Townhouse Units by a common party wall and the plotted lot on which it is constructed.

I) **POLICIES AND PROCEDURES REGARDING ENFORCEMENT**

A. Board members will periodically walk the property to ensure compliance with the Declaration, By-Laws and the Rules and Regulations. The Managing Agent shall be instructed to contact all homeowners found to be in violation.

B. Homeowners may also submit complaints to the Managing Agent which allege violations of the Declaration, By-Laws or Rules and Regulations. The complaints may be made by phone or in writing and shall set forth:

1. The name, address and phone number of the complainant.
2. The alleged violator's name and address if known.
3. A description of the violation including the date, time and location where the violation occurred.

The complainant may be asked to provide testimony at the Board hearing.

C. The Managing Agent shall keep the Board informed of all complaints. Copies of the complainant letters, phone logs, replies to complaints and copies of letters sent to the offending homeowner shall be provided the Board at its monthly meeting.

D. When a complaint is made, the alleged offending homeowner shall be notified by mail by the Managing Agent.

It is understood that mailings referred to in the Rules and Regulations shall be made to the homeowner's address or to an alternate address previously filed with the Board. For a Unit held in trust, mailings will be sent to the address of the trustee or an address provided to the Association by the trustee or the beneficial owner of the trust.

- E. If the homeowner charged with a violation does not believe that a violation has occurred, the homeowner must proceed as follows:

Within ten (10) days of receiving the notice of violation, the homeowner must request a hearing before the Board at the next scheduled board meeting. This request must be made in writing to the Managing Agent. Exceptions to the 10-day period may be granted for situations such as vacation and illness.

- F. If no request for a hearing is filed within ten (10) days, a hearing will be considered waived, and the allegations of violation shall be deemed admitted by default.

- G. The Board will hear the position of the homeowner against whom the complaint is filed and will render its decision either verbally at a closed session during the meeting or in writing at a later date.

1. The Board reserves the right to call additional witnesses and to consult with experts as needed to dispose of the violation. Hearings may, therefore, take place over a period of several Board meetings.
2. The decision of the Board will be final.

- H. In the event the violation is such that serious or irreparable consequences may occur as a result of delay, the Board may elect to act immediately to rectify the problems or forward the matter to the Association's attorney for appropriate action. Should either of these necessities arise, the homeowner shall be considered to have been found to be in violation by the Board and all legal expenses and costs incurred will be assessed to the homeowner.

The Association's Attorney, if contacted, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws or Rules and Regulations of the Association.

- I. If a homeowner is found to have violated provisions of the Declaration, By-Laws, or Rules and Regulations of the Association, the following shall occur:

1. First Violation: Upon receipt of notice of violation or upon final decision of the Board after hearing an appeal, the homeowner is expected to immediately end the violation. That failing, expenses incurred by the Association to rectify the violation shall be assessed to the homeowner.
2. Second or continuing violation: The homeowner shall be assessed costs of additional rectification and enforcement expenses (legal fees, postage, etc.). A fine of twenty-five (\$25.00) dollars or more will be levied for every week the violation continues.

- J. Homeowners who are assessed fines and rectification costs shall pay them within thirty (30) days of notification.

Failure to make the payment on time will subject the homeowner to late fees and legal remedies for the collection.

- K. The Board may, in addition, take any action provided for by law or in the Declaration and By-Laws or elsewhere in the Rules and Regulations for the Association.

II) GENERAL RULES

- A. Board Meetings and Association Records:

1. Board meetings are open to all homeowners.
2. The date and time of Board meetings is determined by the Board. Homeowners will be provided suitable advance notice of all regular and specially scheduled Board meetings and will receive an agenda prior to the meeting. The Board will follow the agenda and conduct the meeting according to parliamentary procedure.

- B. As required by Law, the books and records of the Association are available for the inspection of homeowners for any proper purpose, provided that reasonable notice is provided to the Association.

- C. Nuisance:

To ensure the peaceful co-habitation of homeowners:

1. No activity shall be conducted that disturbs other homeowners.
2. Homeowners may not detract from the appearance of the property.

- D. Garage/House Sales:

1. "FOR SALE" signs are allowed within the following parameters: One sign in the window of a townhouse unit, OR one sign affixed to the exterior brick of the garage in units without a clearly visible front facing window, not more than five square feet in size. No more than one sign per townhouse unit shall be displayed.
2. No garage, house, deck and/or yard sales are permitted.

- E. Garbage and Trash:

1. All garbage and recyclable material must be placed in sealed containers or secured so that it cannot be windblown.
2. Garbage containers must be kept indoors at all times and should not be placed outside for collection before 6:00 pm on the evening prior to the scheduled pickup.
3. Garbage containers must be removed by the resident on the day of pickup.
4. Any litter remaining on the ground or blown about the site after pick-up should be removed by the responsible homeowner. Failure to do so may result in a fine.

F. Insurance:

1. In accordance with Section 10.02 of the Association Declaration, each Owner shall procure and maintain in full force at all times insurance covering his townhouse unit consisting of, or providing all the protections afforded by, the insurance now generally described in an "all risk" policy to one hundred (100%) percent of the full insurable value thereof, with loss payable on the basis of the cost of replacement without deduction for depreciation, less a deductible amount of no more than one thousand (\$1,000) dollars and naming the Association as an additional insured on each policy. Such insurance shall be written by companies reasonably acceptable to the Association. A certificate of insurance evidencing such coverage shall be furnished to the Association and new certificates evidencing the renewal of each expiring policy of insurance shall be furnished to the Association in each case at least ten (10) days prior to the expiration date of the expiring insurance. In the event a townhouse unit or any portion thereof shall be damaged or destroyed by fire or other casualty and the Owner thereof shall cause it to be repaired, restore, or reconstructed, as the case may be, the repairs, restoration or reconstruction shall be in the same architectural style and design as was originally constructed and shall conform in all respects to all applicable laws or ordinances in force at the time of such repair, restoration or reconstruction. In the event of the total or substantial destruction of all the townhouse units, the architectural design of the townhouse units to be rebuilt and the materials to be used in constructing the same shall be agreed upon among the owners thereof, and in the absence of agreement, the rebuilt townhouse units shall be substantially similar in architectural design as the original townhouse units and shall be constructed of comparable material and quality of construction.

G. Keys, Locks, and Lockouts:

Homeowners are responsible for all locks.

H. Leafleting:

Any person seeking to distribute business, political, commercial or other literature on the property (i.e. door-to-door or on mailbox structure) other than the U.S. Postal Service, shall first receive approval from the Board.

I. Maintenance Requests:

All maintenance requests must be called in or submitted in writing to the Managing Agent. Homeowners are prohibited from calling board members with maintenance requests.

J. Security:

The police are to be notified immediately if any suspicious activities are observed. License numbers observed should be supplied to the police.

K. Signs and Advertisements:

1. Advertising signs for business, commercial or political activities are prohibited.
2. Directional signs for real estate open houses are permitted during the hours of the open house. The signs should not exceed two (2) signs. All signs must be removed immediately after the conclusion of the open house.
3. No signs of any type may be affixed to the exterior of a unit with the exception of "For Sale" signs as outlined in Section II.D.1 of these Rules & Regulations.
4. Commercial vehicles and vehicles including automobiles with permanent signage are not permitted unless they are parked inside the garage at all times.

L. Ponds:

No fishing, skating, boating, swimming or other recreational activities are allowed.

M. Bridge:

No bicycle riding, skating, or roller-blading on the bridge.

N. Wildlife:

Wildlife such as geese, ducks and deer should not be fed by homeowners. Birdfeeders should not attract other animals and should be unobtrusive and not create a nuisance. The homeowner is responsible for cleaning the area around

the birdfeeder. Permission to hang a birdfeeder must be requested from the Board.

III) **BUILDING**

A. Alterations:

1. No alterations of any kind may be made to building exteriors (including but not limited to roofs and siding) without prior written permission from the Board.
2. No alterations may be made to the interior of a unit which will jeopardize the structural integrity of the building.
3. Antennas and satellite dishes are permitted. A request for satellite dish installation must be submitted in writing to the Board of Directors indicating the type of dish at least fourteen (14) days prior to installation. The dish must be installed on the deck. If this is not possible for reception, the dish is to be banded to the chimney. It is not to be visible from the front or the street. Any proposed change in location is at the discretion of the Board of Directors. All cable is to be properly concealed. Written approval from the Board of Directors must be obtained before any work can commence.
4. No awning, trellis, sunroof, canopy or shutter of any type is permitted without the prior written permission from the Board of Directors.
5. When the Board agrees to a proposed change to the exterior of a unit, the Board shall state in writing whether the Association or the homeowner will be responsible for future repairs to the modification.
6. Mail slots are not to be installed in doors.
7. Storm/screen doors may not be installed without prior permission from the Board. Upon request, the Board will provide a list of approved storm doors.
 - a. All storm doors must be white in color.
 - b. Storm doors must be maintained in good repair by homeowners.
8. Kick plates may not be installed without prior written permission from the Board.
9. Affixing items to the exterior columns is prohibited. Do not drill or nail into the exterior columns.

B. Decks and Patios:

1. Only lawn or garden furniture (i.e. grills, tables, chairs, umbrellas, planters, etc.) are permitted on decks or patios.
2. Tarps or other winter protection must be of a neutral color.
3. Umbrellas may not show any type of advertisement.

4. Playground equipment/toys shall not be stored overnight on decks or patios.
5. Nothing shall be stored under the decks.
6. No clothes, sheets, blankets or laundry of any kind shall be displayed on the exterior of the homes or in the common areas.
7. Wood repairs and replacement may only be done by the Homeowners Association.
8. Homeowners are responsible for preventative maintenance of the deck surface such as sealing and/or staining as required. Stain on deck surface must be a neutral wood tone. (See also III.B.10)
9. Use of outdoor fireplaces, water smokers and turkey fryers of any type is not permitted.
10. Synthetic Material may be used for the floors of decks provided:
 - A. that the homeowner pays the total cost of materials, installation, ongoing maintenance and the repair of any damage to other portions of the deck or foundation
 - B. that the homeowner uses an approved product and color:
 1. Trex: Madeira (redwood), Winchester Gray, or Saddle
 2. Veranda: Slate Gray, Cascade Redwood, or Buff Cedar
 - C. That the homeowner provides a copy of the contract for materials to the board to demonstrate the use of proper product and color choice.

C. Roofs:

No unauthorized personnel are allowed on the roofs, including window washers. Inaccessible windows (including skylights) must be washed from the inside or with extension equipment.

IV) GARAGES AND DRIVES

- A. Garage doors must be kept closed to present an attractive appearance to the property.
- B. No exterior alterations may be made to the garage doors.
- C. Major repairs and maintenance of automobiles are not permitted. Emergency repairs such as changing a tire are allowed.
- D. Any work or activity producing noise in garages is prohibited.

- E. Due consideration must be provided to others to avoid offensive noises, smells or sights when using a garage for minor repairs or maintenance of vehicles.
- F. No flammable liquids may be stored in garages.
- G. Nothing shall be done or stored in a garage which causes harmful or offensive fumes to enter an adjacent unit.
- H. Barbecuing is not allowed in garages.
- I. It is the homeowner's responsibility to remove all stains from driveways. Failure to do so will result in the Association repairing the damage at the homeowner's expense.

V) **COMMON AREAS**

Property owned by the association for the common use and enjoyment of all members of the Association. Listed as Common Property in the Definitions.

- A. Storage any kind is prohibited unless the area is expressly designated for such purpose.
- B. No recreational equipment (bicycles, toys, etc.) may be left unattended.
- C. No lawn/garden furniture or decorations allowed without the approval of the Board.
- D. Only members of the Association and personnel authorized by a member are permitted to use the common area. Use by large groups of 5 or more must be prearranged and approved by the Board. The common areas are not for parties or picnics and no equipment may be brought in to accommodate any type of activity. The only exception is various social gatherings of the Association where all members of the Association are welcome and only in the Garden by the mailboxes.
- E. Any damage to the Common Area by a member or their guest will be repaired at the member's expense.
- F. Section XII – Vehicle Regulations apply to all common areas.

VI) **TOWNHOUSE UNIT/LOT**

- A. Storage of any kind is prohibited in any Townhouse Unit/Lot exterior area.
- B. No recreational equipment (bicycles, etc.) may be left unattended in any

Townhouse Unit/Lot exterior area.

- C. Any activity in a Townhouse Unit/Lot area that creates a nuisance, damages the property or disrupts the peace is prohibited.
- D. Playground equipment and/or toys are restricted to patios and/or decks and are not to be stored overnight.
- E. Homeowners may not enclose any portion of their lot with a fence or boundary setting device.
- F. Permanent trees, shrubs, or plantings are not to be installed, trimmed, or removed without prior written permission from the Board.
- G. No lawn/garden furniture or garden decorations allowed on Townhouse Unit/Lot exterior areas except for decks, patios and front porches as described in Section III Building - B. Decks and Patios.
- H. Sunbathing is only allowed on private patios/decks.

VII) **LANDSCAPING**

- A. Flowerbeds shall be limited to designated planting areas- those beds adjacent to the front walkway and alongside the end units - ONLY. Exceptions may be approved by the Board. Homeowners unsure of their designated planting area are to request permission of the Board prior to planting.
- B. Nothing is to be planted around trees, in front of hedges, or along driveways. These areas must remain accessible to the landscapers to perform their work.
- C. Vegetable or fruit plants are not permitted without the written permission of the Board.
- D. Landscape edging is not permitted without prior written permission from the Board.
- E. Requests to install permanent plantings and/or mulch must be submitted to the Board with the following. No request will be reviewed without this information.
 - 1. Description of type of mulch and/or type and number of plants.
 - 2. A map showing where plants and/or mulch will be installed.
- F. If the Board votes to approve installation of permanent plantings, the Board will decide at the time of approval if the plantings will be maintained by the Landscaping contractor or by the Homeowner. Homeowners and all subsequent owners will be responsible for replacement of plantings that die.
- G. Plantings must not interfere with equipment used to maintain grass and

common areas or change the grading to the property. The landscapers are not liable for any damage to plantings during the course of their work.

- H. Sod or other property damaged by abuse shall be replaced or repaired at the expense of the homeowner.
- I. No landscaping may be removed by homeowners.
- J. The Association is responsible for the landscaping and maintenance of the entire property.
- K. The only areas where flower pots may be placed on the exterior of your home are the following:
 - 1. A maximum of three (3) pots on the driveways. One pot may be placed on each side of the garage door. In the case of a two-car garage, a pot can be placed between the two doors, if desired. No other decorations of any type may be placed on the driveways.
 - 2. A maximum of four (4) pots on the front porch.
 - 3. No limit of pots on patios and decks. The Board reserves the right to evaluate each situation in regard to potential damage to decks and patios.
- L. Homeowners are required to water new sod, plantings and trees that are planted around the homeowner's property. If the homeowner is unable to fill this obligation, they should alert the management company. Failure to water new plantings will result in replacement at the homeowner's cost.

VIII) HOME DECORATIONS

A. Exterior:

- 1. Nothing is to be affixed to the exterior of the units except where otherwise permitted herein.
- 2. No lawn decorations are permitted.
- 3. Garden decorations should be compatible with the surroundings & unobtrusive, and are not permitted in the common areas.
- 4. All decorative items in the front of the unit, such as planters, outdoor furniture, etc., are to be white, black, or terra cotta in color. The flag of the United States of America may be flown. No other is permitted.
- 5. No windsocks, wind chimes or hanging ornaments are allowed.

B. Seasonal:

- 1. Seasonal decorations shall not be installed more than one (1)

month before and must be removed no later than one (1) month after the date of the holiday.

2. The homeowner is responsible for the cost of repairing damage caused by decorations.
3. Decorations which create a safety, health or nuisance hazard are not permitted.
4. Decorations shall not be placed in a common area without prior written permission from the Board.

IX) FIREWOOD

Firewood may not be stored outside.

X) PETS

- A. Dogs, cats and other animals reasonably considered to be household pets are permitted (limit of two per household). No animals may be kept, bred or maintained for commercial purpose.
- B. Pets must not be left unattended or leashed to common elements.
- C. Pet owners must immediately clean up after pets and use appropriate refuse containers.
- D. Pets shall not be allowed to create a nuisance or unreasonable disturbance, or to damage a common area or the property of any resident.
- E. Homeowners are responsible for the actions of the pets of visitors. Repair costs shall be assessed to the homeowner.
- F. Homeowners who compile two (2) alleged violations of the above pet rules shall be deemed to have a pet which creates a nuisance within the meaning of the covenants (Article IX, Section 9.15). The homeowner has a right to a hearing before the Board. Thereafter, the Board may order the homeowner to have the pet permanently removed from the property within three (3) days of receipt of written notice.

XI) ASSESSMENTS AND COLLECTIONS

- A. Monthly assessments, special assessments, and other lawful charges of the Association are due and payable on the first (1st) day of every month.
- B. A late fee of twenty-five dollars (\$25.00) will be applied to each payment received later than the tenth (10th) of that month.

- C. All payments must be made in full or subject to a late charge.
- D. The Managing Agent shall send a delinquency statement on the eleventh (11th) of the month to homeowners who are delinquent.
- E. The Managing Agent shall send a letter at such time the homeowners payment is 30 days' delinquent.
- F. The Managing Agent shall send a second letter (certified, return receipt) to homeowners who are delinquent for more than sixty (60) days. Homeowners who have not contacted the Board to request special consideration shall be referred for legal collection action ten (10) days from the date of receipt of the letter.
- G. The Board has the authority to credit back late fees.

XII) **VEHICLE REGULATIONS**

A. Parking Rules:

1. Overnight parking (2 a.m. - 6 a.m.) is not permitted on streets. Cars must be parked in garages, on driveways or in the common area.
2. No parking is allowed on the side of the street where fire hydrants are located. No parking is allowed within 15 feet of a corner. No parking is allowed where posted. No parking is allowed on grassy common areas or sidewalks. See Map Exhibit A for fire lanes and no parking zones. See also street signage.
3. Parked vehicles shall not block driveways or obstruct passage.
4. Parking is limited to garages, driveways, common parking areas and streets.
5. There shall be no parking, maintenance or storage of prohibited vehicles. Commercial vehicles may park in permitted areas for the period of time necessary to provide the commercial services requested by a homeowner or the Association. Commercial vehicles are permitted for the duration that they must be on the property to complete their work activities.
6. Inoperable vehicles may not be parked on Association grounds.

B. General Vehicle and Traffic Rules:

1. Camping vehicles, trailers, boats, recreational vehicles, trucks, motorcycles, buses, commercial vehicles and other similar

vehicles that are the property of a homeowner may not be parked on the street or in any common parking area or driveway except by permission of the Board. Temporary accommodations may be granted by the Board.

2. Bicycles, wagons and other play equipment are not allowed in common parking areas.
3. All motor vehicles are restricted to the streets and parking areas.
4. Snowmobiles may not be operated anywhere on the property. Mini-bikes, mopeds and motorcycles shall not be operated on the property except to enter and exit.
5. Major repairs and maintenance of automobiles are not permitted. Emergency repairs such as changing a tire are allowed.
6. Vehicles may be washed in driveways provided they do not block passage of other vehicles.
7. Vehicles must keep right (counter-clockwise) when driving around circle islands.
8. No "U" turns are allowed.
9. Unattended cars parked in the roadway or common parking area for a period of more than seven (7) days will be considered abandoned.

C. Vehicle Identification:

All homeowners must supply the Managing Agent license plate numbers of all owned vehicles and other vehicles which may be frequently parked on Association property.

D. Enforcement and Fines:

1. The provisions set forth below are intended to supplement, but not replace, the Policies and Procedures Regarding Enforcement (Section 1) which are fully applicable to all violations under these Vehicle Regulations.
2. In the event of a violation, you will receive a Parking Violation Notice.
3. Progression of Parking Violations/Fines - Violators may receive a notice as often as daily so long as the violation continues. The progression is based on a 90 day cycle and starts over with a warning on day 91. Day one is the date of first occurrence.
 - a) A first occurrence will result in a warning.
 - b) A second occurrence will result in a fine of \$25.00.
 - c) A third occurrence will result in a fine of \$50.00.
 - d) Subsequent occurrences will result in a fine of

\$75.00.

4. In addition to the other provisions for enforcement contained herein and in the Policies and Procedures Regarding Enforcement (Section 1), the Board shall have authority to tow vehicles which are parked in violation of these rules under the following circumstances:
 - a) Abandoned vehicles whose owner has been given seven (7) days of notice and/or all efforts at contacting the owner have failed.
 - b) When a vehicle is parked in a fire lane or is parked in a manner that presents an immediate danger to the property or to the health, safety and welfare of any person thereon, and efforts to contact the vehicle owner have been unsuccessful.

Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred shall be assessed to the vehicle owner.

5. After a Parking Violation Notice has been sent to an owner, the homeowner must follow the procedures set forth in Section 1, or the violation will be deemed admitted.
6. The Managing Agent will maintain a Log of all occurrences, violations and fines. Under appropriate circumstances, the Board shall have the authority to credit back fines.

XIII) ASSOCIATION/UNIT OWNER RESPONSIBILITIES

The following lists some of the responsibilities of the Association and Homeowner, but may not be all inclusive:

ASSOCIATION RESPONSIBILITIES

1. Maintain and repair all road structures.
2. Maintain and repair all sidewalks.
3. Maintain and repair all brickwork, including patio area and chimneys.
The homeowner is responsible for paying 30 percent of the cost of the repairs to chimneys, patios, driveways, porches, and walks.
4. Maintain and repair all roof structures.
5. Maintain and repair all wrought iron fencing.
6. Maintain and repair all landscaped areas, including plant material.
7. Maintain and repair all street lighting.
8. Maintain and repair all utilities which service more than one unit.
9. Maintain and repair those portions of sewer and water lines which service more than one unit.

10. Maintain and repair all exterior painting.
11. Maintain and repair all exterior window wood trim/caps, window wood frame, and brick molding wooded sills.
12. Maintain and repair all garage apron depressions in excess of 4".
13. Maintain and repair all drains, gutters and downspouts.
14. Maintain and repair all roof vents.
15. Maintain and repair chimney sheet metal above the roofline.
16. Maintain and repair sprinkler system and controls.
17. Maintain and repair mailboxes.
18. Maintain and repair sitting garden structure.
19. Maintain and repair deck railings, banisters & decks. The homeowner is responsible for paying 30 percent of the cost of the repairs. The deck floor is maintained by owners.
20. Maintain and repair the garage apron (the concrete between the garage floor and the brick driveway).

UNIT OWNER RESPONSIBILITIES

1. Maintain and repair all storm doors.
2. Maintain and repair all glass surfaces.
3. Maintain and repair all garage doors and garage door mechanical rollers, springs, handle, lock, etc.
4. Maintain and repair furnace (including damper and flues) and air conditioning units.
5. Maintain and repair water tanks and all other equipment located inside the unit.
6. Maintain repair and/or replace exterior water faucet fixtures and all interior piping feeding faucet.
7. Maintain and repair all exterior front lights. Owners are encouraged to use clear, flame-tip, sixty-watt bulbs.
8. Maintain and repair all door handles and locks to the unit/garage.
9. Maintain, repair and/or replace all mechanically operated windows, including hardware for them.
10. Maintain and repair all interior drywall/decorating.
11. Maintain and repair air conditioner, outside electrical controls and concrete slab upon which the unit sits.

XIV) LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS

1. All nonresident homeowners shall provide the Board their permanent home and work addresses and phone numbers for emergency notification. Expense incurred by the Board in locating a homeowner who fails to provide this information shall be assessed to the homeowner. Unless otherwise provided by law, any homeowner who fails to provide this

information shall have waived the right to receive notices at any address other than that of their Westchester Club residence. The Board shall not be liable for any loss, damage, injury or prejudice to the rights of such homeowner caused by delays in receiving notice.

2. No Unit shall be leased by an Owner except to blood relatives. "Blood relatives" shall be defined as and limited to parents, children, grandparents, and siblings. No Unit Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes.
3. No more than 10% of the total number of units may be leased at any time.
4. Homeowners intending to lease a Unit shall give prior notice to the Board of such intention no less than seven (7) days prior to a monthly Board meeting.
5. Every lease shall be in writing and shall contain the following provision: "This lease is subject to compliances by the LESSOR and the LESSEE, WITH ALL THE PROVISIONS OF THE DECLARATION, BY-LAWS, AND RULES AND REGULATIONS OF THE WESTCHESTER CLUB HOMEOWNERS ASSOCIATION".
6. Homeowners shall be responsible for providing tenants the Rules and Regulations.
7. The Association shall be given a signed original lease prior to occupancy. Expenses incurred by the Association in obtaining documents shall be assessed to the homeowner.
8. If a tenant violates the Declaration, By-Laws or Rules and Regulations, the Board will take corrective action against the homeowner or tenant. When the Board determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action is necessary to terminate the lease.
9. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the responsible homeowner.
10. Only Westchester Club homeowners are to receive association materials and/or attend Board meetings.

XV. ELECTION OF DIRECTORS

A. NOMINATION OF A CANDIDATE FOR THE POSITION OF DIRECTOR

1. Any qualified Unit owner may be a candidate for the Board of Directors. In the event that a Unit owner is a legal entity, such as a corporation, partnership or a trustee under a land trust, a candidate for director may be a beneficiary, an officer, partner or employee. Note, however, in the event of a dispute,

candidates may be required to verify that they are qualified by exhibiting written documentation acceptable to the present Board. Since all candidates must submit Nominating Applications, THERE WILL BE NO NOMINATIONS TAKEN FROM THE FLOOR AT THE ANNUAL MEETING.

2. A nomination is official when made in writing to the Westchester Club Homeowners Association, c/o its Property Manager, and received not later than 5:00 p.m. on the Friday prior to the election.
3. Qualifications: In order to run for the Board of Directors, in addition to being an owner or representing an owner as aforesaid, the candidate or his principal must be a member in good standing of the Association. A member in good standing shall (1) be any member who has paid all assessments and charges owed to the Association by the last day of the month preceding the election, (2) does not currently have any matters pending before the Board or its duly authorized committee relating to fines, rule or covenant violations that could impair their ability to hold office and (3) shall not engage in any activity which may constitute a conflict of interest as a director including, but not limited to, being in a pending adversarial relationship with the Association in the form of a litigant in a lawsuit, a petitioner in an administrative proceeding or an insurance claimant and shall not have filed a lawsuit or administrative action against the Association or its Directors, Officers or Agents, which is pending at the time of the election.

B. VOTING.

In the election of members to the Board of Directors, each voting member may cast his votes for each vacancy on the Board. Voting members must cast a separate ballot for each Unit represented by the particular voting member. Ballots shall be retained by the Association for a period of one year.

C. PROXIES.

Those owners not planning to attend the Annual Meeting, but who would like to vote, should execute a Proxy.

- a. Designation of Person of Your Choice as Proxy. You may designate any person to act as your proxy at the Annual Meeting **provided that the person so designated will in fact attend the meeting.** That person will simply present the proxy to the election teller(s) and will receive an official ballot.
- b. You may also use the proxy as an "absentee ballot" and vote for the designated candidate(s) of your choice.
- c. All proxies shall be retained by the Association.

D. ELECTION AND THE CASTING OF BALLOTS.

At the Annual Meeting, a ballot will be issued to each Unit owner or his proxy. The names of all nominees as of 5:00 p.m. on the Friday prior to the election will be on the ballot. All ballots will subsequently be collected for tabulation, under supervision of the Election Tellers. If a Unit owner has given his proxy and then appears in person at the meeting, that proxy will be automatically revoked.

E. TABULATION.

Following the election, the ballots and proxies will be tallied and the vote totals determined for each nominee. All candidates for office may be present during the tabulation of ballots.

F. RESULTS OF ELECTION.

As soon as the results are known, the names of the individuals elected will be announced. The three (3) candidates receiving the highest number of votes shall be elected for a two year term. The ballots, proxies, voting member cards and lists, and the results of the election (including the master tally sheets) will be kept for a period of one year. After the results have been announced, the Board of Directors shall convene as soon as possible to elect officers for the next year.

G. CAMPAIGN RULES.

All campaign literature shall be signed by the proponents thereof (by name) and shall be delivered to the various Unit owners in person between the hours of 9:00 a.m. to 6:30 p.m., or by mail. **NO LITERATURE SHALL BE POSTED IN OR AROUND WESTCHESTER CLUB.**

NOTICE

This notice serves to inform you that the Association's Declaration, which has been recorded against the Property, provided that all purchasers of units, upon acceptance of a deed agree to be bound by the provisions of the Declaration, By-Laws and Rules and Regulations of the Association, including rules related to such items as pets, parking, and uses of the units. The Declaration further provides that you are obligated to pay all regular and special assessments to the Association as well as other lawful charges levied pursuant to the Association's documents, even if you feel that the Association has not provided necessary services. The Association may charge you the costs and expense of collecting assessments and other charges, including attorney's fees, which, at times, may exceed the amount sought to be the collected.

QUICK LIST

1. Show consideration for your neighbors.
2. Be sure to tie or bag newspapers for the recycling bin.
3. Plant flowers only in designated planting areas.
4. Requests to install permanent plantings must be submitted for approval to the Board.
5. No alterations of any kind may be made to building exteriors without approval from the Board.
6. Pet owners must immediately clean up after pets and use appropriate refuse containers.
7. Assessments are due on the first of the month. Late fees are assessed as of the 10th.
8. Firewood may not be stored outside.
9. Overnight parking (2 a.m. - 6 a.m.) is not permitted on the streets.
10. Homeowners are encouraged to park their cars in their garage when not in use. This improves the appearance of the property and improves your neighbor's view.
11. Homeowners are strongly urged to keep your front lights around the front door and the garage on during the hours of darkness. This improves the safety and appearance of our neighborhood.