



WINCHESTER PLACE
CONDOMINIUM
ASSOCIATION

Naperville Illinois

Website: wpcondos.org

**WINCHESTER PLACE CONDOMINIUM ASSOCIATION
NAPERVILLE, ILLINOIS**

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1. ANTENNAS AND SATELLITE DISHES

- 1.1 Antennas, as a general rule, may not be installed on the roof of any unit, on the balcony, or patio. If the homeowner/resident has a particular request, they may present it to the Board for a ruling.
- 1.2 No Owner may install a satellite dish on the property without compliance with the Rules and Regulations of the Association. Therefore, The Satellite Dish Agreement Form and the Satellite Dish Installation Notification Form MUST be completed and submitted to the Board.

Refer to the following exhibits contained with these documents:

EXHIBIT C - Winchester Place Satellite Dish Agreement

EXHIBIT D - Winchester Place Condominium Association Satellite Dish Installation Notification

2. ASSESSMENT - MONTHLY

- 2.1 The Winchester Place Monthly Assessment bills are sent by statement from the Management Company. Each month you will be responsible for mailing your payments to that firm. The payment is due on the first day of each month. However, there is a fifteen-day grace period during which you may make the payment. Any Assessment, which arrives after the fifteenth of each month, will be considered late, and a late fee will be charged to the homeowner/resident in addition to the regular Assessment.
- 2.2 Any late fees or assessments that remain unpaid for more than 60 days, will be referred to the Winchester Place Attorney for collection.
- 2.3 If there is to be an increase in the monthly assessment, notice of the increase and the reason for it, will be sent to the residents of Winchester Place by the

Board. Specific increases in assessments will be published in the approved budget for each new year. Homeowners/residents are encouraged to attend monthly Board Meetings held throughout the year in order to remain aware of budget items, concerns, constraints, and expenditures that may affect annual assessments.

3. BUILDING REQUIREMENTS

MAINTENANCE

- 3.1 Window replacements and patio/deck doors may be installed at the homeowner's/resident's expense. However the Board must approve the specific design, and color before installation can take place. Insurance requirements for the contractor will also be discussed at that time.
- 3.2 Garage doors must be maintained in good working condition. If they are damaged, they must be repaired to coincide with existing garage doors in the building and the complex. Failure to repair and/or replace a damaged garage door will result in the following action(s):
- a. The issuance of a warning notice by the Board stipulating 30 days within which to affect repair or replacement.
 - b. Issuance of a violation notice and a fine of \$50.00 payable to the Winchester Place, if Board directed repairs or replacements do not occur within 30 days.
 - c. Notice of legal intent, issued by the Association Attorney, when/if a warning and/or violation notice is ignored.
- 3.3 Accent 2000 steel 25 gauge 9' x 7' raised panel door with R7 expanded polystyrene insulation and a high impact white vinyl inside surface is required for all garage door replacements. The garage doors must have NO external handles. The color and design you choose must conform to the other garage doors in your building.
- 3.4 Windows may not be covered with newspaper, sheets, boards, cardboard, or any material other than traditional window treatments. A 30-day grace period is permitted to new homeowners/residents for installation of window treatments when moving in.

Windows and/or screens must be maintained by the homeowner/resident, at their own expense, in good condition, which is a standard to be determined by the Board.

Failure to maintain, repair and/or replace windows or screens will result in the following action:

- a. The issuance of a warning notice by the Board stipulating 30 days within which to affect repair or replacement.
- b. Issuance of a violation notice and a fine of \$50.00 payable to the Winchester Place, if repairs or replacements do not occur within 30 days of the original warning notice.
- c. Notice of legal intent issued by the Association Attorney when or if a violation notice is ignored.

- 3.5 Doors must be maintained by the homeowner/resident, at their own expense, in good condition, which is a standard to be determined by the Board. Doors include the door to the individual unit, sliding glass doors, screens, and storm doors if present.
- 3.6 Additions and/or Improvements to any building and/or the complex grounds, such as extending the existing patio with additional blocks or stones to enlarge the square footage, are strictly prohibited; however, the use of three or fewer stepping-stones from the patio to the grassy area is permissible.
- 3.7 Water Beds may not be used in any homeowner's/resident's unit until the homeowner/resident has produced evidence of special liability insurance covering leakage or any other mishap caused by the ownership and/or use of the bed, which results in property damage and/or bodily injury. Proof of insurance must be provided to the Management Company within 30 days of the installation of the bed in the unit. Failure to maintain such insurance may result in legal action against the homeowner/resident.
- 3.8 All owners are required to comply with the architectural control guidelines regarding improvements or alterations to their units, including but not limited to, the installation of new flooring in the Unit.

No owner of a C or D Unit (upper floors) shall be allowed to install hardwood or tile flooring in the living areas of their Unit. This shall include the living room, dining room, hallways and bedrooms. Hardwood or tile flooring in these units will be allowed in the kitchen, bathroom, utility room and 4' x 6' entrance area at the front door of the unit.

Those owners of a C or D unit who installed hardwood or tile flooring in their living room, dining room hallways or bedrooms prior to March 9, 2006, shall be grandfathered under this rule and allowed to keep the hardwood or tile flooring in these areas until such time as the flooring is replaced. Said owners shall advise the Association's Board in writing of the flooring in their unit within 21 days of the effective date of this Resolution. A copy of said notification will be kept in the Association's files for future reference.

Any other owners of a C or D unit who have installed hardwood or tile flooring in their unit in contravention of Section 2 above, or any owner who fails to advise the Association in accordance with Section 3 above must bring their unit into compliance with Section 2 above at their sole cost and expense within 30 days of the effective date of these rules.

The Board shall have all the rights and remedies available to them for violations of the Declaration, By-laws and rules and regulations in order to enforce the rules contained herein. Failure to abide by these rules shall subject the defaulting owner to any fines or penalties as appropriate.

SECURITY

- 3.9 Garage Doors, for security reasons, are to be closed at all times unless the homeowner/resident is present in the garage area, loading and/or unloading, or otherwise working in the garage, or construction is taking place.
- 3.10 Fire Doors must be locked at all times.
- 3.11 The Main Front Door into each building must be locked at all times. Propping the front door open is strictly prohibited.

4. CLUBHOUSE

- 4.1 The Clubhouse is located at 2315 Worthing, Naperville, IL 60565. The building is utilized for an open Association Board Meeting on the second Thursday evening of each month at 7 p.m., except in March, July & December. The building is also available to be rented by homeowners/residents for social gatherings.
- 4.2 If a homeowner/resident is interested in renting the Clubhouse, refer to the exhibits contained with this document and contact the Management Company with any additional questions.

EXHIBIT E - Homeowner/resident Clubhouse Contract

EXHIBIT F - Clubhouse Clean-up Checklist

5. COMMON AREA HALLWAYS

- 5.1 Common Area Hallways are designated Non-Smoking areas.
- 5.2 Common Area Hallways are to be free of debris, incidental furniture or other objects. Exceptions for special needs can be presented to the Board for approval.

- 5.3 No trash is to be left in the Common Area Hallways
- 5.4 Loitering in the Common Area Hallways is not permitted.
- 5.5 No furniture of any type, including but not necessarily limited to, bikes, exercise equipment, plants, screens, baby equipment, or children's play equipment may be placed in, stored in, or used in the Common Area Hallways. This practice constitutes a fire hazard. Any decision regarding the storage of any other items in the Common Area Hallways is strictly at the Board's discretion.
- 5.6 Balconies, patios, Common Area Hallways, and the water meter/fire panel room are not to be used for storage of any kind.
- 5.7 A mat or throw rug, in good condition, a standard to be determined by the Board, may be placed on the tile entranceway of each building or in front of individual unit doors.

6. FIRE SAFETY

FIREPLACES

- 6.1 It is the homeowner's/resident's responsibility to ensure that their fireplace is maintained in a safe manner, free of creosote. The Board, on behalf of Winchester Place, will conduct periodic inspections of the fireplaces in the Complex. If, during an inspection, a licensed cleaning professional determines a chimney is not in safe condition, the homeowner/resident will be given 15 days in which to correct the condition, at their expense, and to provide the Board and the Management Company documentation of the safe and corrected condition(s). If the homeowner/resident is not compliant with the mandate for a safety correction, the Board will arrange for the repairs to be performed and the charge for all costs to correct the deficient condition will be assessed to the homeowner's/resident's account.
- 6.2 As stated in 5.1, Common Area Hallways are designated Non-Smoking areas.
- 6.3 The Exterior Entry Call Box and Interior Mailbox Identification Labels are

mandatory for each homeowner/resident. In order to assist the Naperville Fire Department or the Naperville Police Department, in the event that they must respond to an emergency, your individual unit door should bear the number and letter of your unit, as an example 201-A. The Board approved format for call box, mailbox, and unit door tags must be used by every homeowner/resident. The Management Company will provide information for both the standards and suppliers of name tags suitable for Winchester Place.

6.4 Homeowners/residents must provide access to their unit for fire safety inspections. The following should be noted:

- a. The Board will provide homeowners/residents 30-day notice for routine inspections of heat detectors in individual units and garages for which the Winchester Place assumes payment.
- b. If the scheduled appointment cannot be kept, it will be the responsibility of the homeowner/resident to personally reschedule the appointment, and do so within 30 days of the first appointment.
- c. The homeowner/resident will be responsible for all costs/penalties associated with missing the scheduled appointment.
- d. The homeowner/resident will be subject to one or more of the following actions if they fail to comply with a safety inspection schedule:
 1. Full payment of any vendor inspection charge necessitated by a second call.
 2. \$50.00 fine payable to Winchester Place for the first infraction.
 3. \$75.00 fine payable to Winchester Place for the second infraction.
 4. Notice of legal intent to gain compliance from Winchester Place Attorney.
 5. Appropriate fines levied by the City of Naperville.
 6. Fines and/or other charges levied by the City of Naperville should a heat detector generate a false alarm because it was not inspected and/or cleaned.
- e. The homeowner/resident may be legally liable for property damage, bodily injury and other costs in the event of a fire in their home or

garage, which can be directly related to their failure to comply with safety inspection requests.

f. Interior garage access doors must be closed when not in use.

6.5 It is the homeowner's/resident's responsibility to ensure that their dryer vent is cleaned and maintained in a safe manner. The Board will authorize dryer vent maintenance, conducted from the rooftops, periodically, a span of time to be determined by the Board, and/or as necessary.

6.6 Chimeneas, fire pits, incinerators, smoke stacks or similar devices for conveying smoke or hot gasses to the outer air and stoves, furnaces, fireboxes, are strictly prohibited in the complex.

Any infraction of the rules should be reported to the Management Company for further investigation and possible issuance of a warning letter.

7. GAMES AND PLAY EQUIPMENT

7.1 Games, play equipment, bicycles, tricycles, and wading pools must be removed from the streets, sidewalks, garage aprons, and common areas when not in use.

7.2 Games, play equipment; bicycles, tricycles, wading pools and similar items may not be stored on patios or balconies.

PROHIBITED/RESTRICTED PLAY EQUIPMENT

7.3 Skateboards, roller blades, motorized scooters, go-carts, dirt bikes, motorcycles, snowmobiles, and other similar equipment are prohibited from all areas of the complex.

7.4 Children up to eight (8) years of age may ride tricycles and bicycles on the interior sidewalks of the complex. Children more than eight (8) years of age and adults are prohibited from riding bicycles on the interior sidewalks of the complex.

7.5 The Clubhouse Parking Lot is not a designated play area.

8. INSURANCE

A regular review of your condominium insurance, personally, and by your insurance agent/broker, is recommended to ensure that the coverage is in compliance with the Illinois Condominium Law. The current Statute permits Winchester Place to enact a rule requiring homeowners/residents to purchase liability insurance for damage to other units in the Complex or on the common elements. The Statute permits the Board, on behalf of Winchester Place, to require the homeowner/resident to present a Certificate of Insurance evidencing the purchase, by the homeowner/resident, of the mandatory liability insurance. Therefore, the following provisions apply:

- 8.1 All unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or his/her guests, residents, or invitees, or regardless of any negligence or damages originating from the unit. Limits of liability of at least \$100,000 are required. The liability for any deductible, after notice and the opportunity for a hearing, is the responsibility of the owner who caused the damage or from whose unit(s) the cause of loss originated.
- 8.2 The personal liability of the unit owner must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required pursuant to this rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.
- 8.3 Each unit owner will be responsible for providing the Board with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the coverage.
- 8.4 In the event the unit owner does not purchase and produce evidence of sufficient insurance within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for the same by the association as set forth above, the Board may in its sole discretion, purchase the insurance

coverage and charge the premium cost back to the unit owner.

8.5 In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.

8.6 Proof of liability insurance, in the form of a Certificate of Insurance, must be in the office of the Management Company no later than May 31 of each year. For convenience the Certificate of Insurance may be submitted to the Management Company with the Annual Census for Homeowner or Annual Census for Tenant (Exhibit A, Exhibit B), for convenience.

9. LANDSCAPING

WATERING

The Board asks each homeowner/resident, as a member of the Winchester Place Community, to please water the areas adjacent to their home.

The landscaping is one of our biggest financial investments. It provides curb appeal that enhances our property, and it helps to entice new homeowners/residents. A few dollars spent on properly maintaining our trees and foliage today will save the Association literally thousands of dollars in replacement trees, shrubs, flowers, and ground cover in the future.

9.1 Planting of accepted annuals and perennials is both permitted and encouraged in the landscaped beds surrounding individual buildings. These items may also be planted at the base of trees or shrubs located in the common areas of the complex. No association or builder installed landscaping may be relocated or removed by homeowners without prior consent of the Board of Directors in consultation with the association's landscape contractor. The Board of Directors has the final authority on ALL landscaping issues.

9.2 Vegetable gardens are prohibited.

9.3 Rocks of any type may not be placed in the front or on the sides of any building.

- 9.4 Birdbaths should be restricted to the landscaped beds adjacent to the homeowner's/resident's patio and not placed in the common areas.
- 9.5 Birdhouses may not be hung in trees at the front or on the sides of any building. With the exception of one (1) covered birdfeeder, homeowners are prohibited from placing any wildlife food items outside on decks, patios or common areas.
- 9.6 Lawn ornaments must be restricted to the landscaped beds adjacent to the homeowner's/resident's patio and never placed in the common area.
- 9.7 Hanging planters may not be anchored into the aluminum siding nor hung from the gutters.
- 9.8 Flower boxes or other planters, when used on balcony railings, must be securely anchored to prevent accidents.
- 9.9 Bamboo shades may be hung from May 1 through October 15. The shades must be maintained in good condition, a standard to be determined by the Board.
- 9.10 Fencing is prohibited around the front, side or the rear of the buildings.
- 9.11 A freestanding trellis must be maintained in good condition, a standard to be determined by the Board, and not exceeding five feet in height. It may be displayed in the landscaped bedding area adjacent to a patio only. The trellis cannot be attached to the building. It must, however, be firmly anchored in the ground. A trellis may not be placed in the front or the side areas of any building. They may be positioned in the ground from May 1 and removed not later than October 15.
- 9.12 The City of Naperville water restrictions govern the seasonal use of water for grass, trees, shrubs, and plants.
- 9.13 Dead foliage from plants and/or flowers, which have been planted in the

ground or in containers by the homeowner must be removed and disposed of no later than October 15.

10. MOVE-IN POLICY

- 10.1 A non-refundable move-in/move out fee of \$100 is required of a previous homeowner moving out of a unit as well as any new resident moving into a unit at Winchester Place. This fee will be used to defray any administrative and repair costs incurred by The Winchester Place Condominium Association when residency changes.
- 10.2 Owners must call the Management Company within 48 hours of their moving date(s) to advise them of the move.
- 10.3 Any damage to the common areas, which is the result of the move-in or move out, will be charged to the homeowner/resident. Therefore, the homeowner/resident should inspect the moving route prior to the move, note any prior damages in the common areas both inside and outside the building, and if damage is present, they must notify the Management Company before the moving process begins. Failure to provide such notification may result in the homeowner/resident being held liable for damage they may not have caused.
- 10.4 Damages caused by a tenant will be charged to the homeowner/resident.
- 10.5 Moving must occur between the hours of 8:00 a.m. and 8:00 p.m. in consideration for others living in the building.
- 10.6 Moving vans, trucks, or other vehicles involved in the moving process must be parked in such a way that residents are not prevented from moving their automobiles or creating a hazard for people who need to enter or exit the buildings or garages.
- 10.7 Heavy furniture and other objects are not to be placed on the landscaping as they may cause damage during the move.
- 10.8 Owners are responsible for disposing of all moving related debris each day of

the moving process and ensure that it is disposed of properly.

- 10.9 Failure of a homeowner/resident to pay the specified move-in fee will result in a fine of \$100, which will be billed to the unit owner. In addition to the \$100 move-in fee, legal and/or administrative costs associated with collection of the fines and fees will also be the responsibility of the unit owner/resident. The bill for fees and/or fines will be due and payable upon receipt. Late charges will be incurred if the bill is not paid in fourteen days.

DRIVING AND/OR PARKING MOVING VANS, TRUCKS, OR OTHER VEHICLES, USED IN THE MOVING PROCESS, ON SIDEWALKS, GRASSY AREAS, OR IN FIRE LANES IS EXPRESSLY FORBIDDEN.

11. PATIO AND BALCONY USE

- 11.1 Homeowners/residents must take suitable precautions to prevent the dropping of matter, for example birdseed, potting soil, food of any kind, or cigarette butts, from a balcony to a patio below, which would render a hazard or an annoyance. Food, other than birdseed, may not be placed out to feed wildlife.
- 11.2 Respect for others is important when entertaining on the patio or balcony including keeping noise to an acceptable level.
- 11.3 Outdoor furniture may be used in the common areas of the Complex, however these items must be returned to the homeowner's/resident's patio or balcony daily when not in use.
- 11.4 It is permissible to store outdoor furniture on a balcony or patio. Patios and balconies may not be used for storage of anything other than outdoor furniture, including grills and similar devices. Items that may not be stored on patios and balconies include, but may not be limited to, boxes, cartons, garbage cans, trash bags, gardening tools such as rakes, spades, brooms, and flammable or hazardous materials.
- 11.5 Homeowners/residents may be responsible for property damage and/or bodily injury caused by the owner's outdoor furniture. Furniture should be secured so that it does not pose a danger in high winds or an obstruction on the common areas of the Complex.
- 11.6 Barbecue Grills
- a. The utilization and storage of electric/gas barbecue grills are restricted as follows:
 1. Charcoal grills of all types are prohibited
 2. A liquefied-petroleum-gas fueled grill is permissible only when attended by an adult and when a minimum 10 pounds dry chemical (Class B or Class ABC) fire extinguisher is located within ten (10) feet of the cooking device.
 3. Electric grills are permitted provided that they are attended by an

adult.

- b. In the event that a Unit Owner fails to comply with these rules, the Unit Owner will be fined \$125.00 for the first occurrence, \$250.00 for the second occurrence, and \$375.00 for the third and subsequent infractions. At the discretion of the Board, each day that a violation exists on the premises may be considered as a separate violation.
- c. In the event any damage is caused to a Unit or the Common Elements as a result of use of a grill, the Unit Owner may additionally be assessed a fine in the amount of all damage resulting from the damage.
- d. In addition to the fines set forth herein for violations of this rule, the Association may exercise all legal remedies available, to include injunctive relief, to abate the violation.

- e. In the event that the municipality modifies its ordinance necessitating a modification of these rules, the Association will not be responsible for any expenses incurred by unit owners resulting from the change.
- 11.7 It is expressly prohibited to hang or otherwise suspend any item from a balcony other than a bird feed or a flower basket. This would include, but not be limited to, a hammock, an adult size or children's swing, clothesline, or any other recreational/seasonal apparatus. The only exceptions can be found in 9.9 of the Rules & Regulations which addresses bamboo shades.
- 11.8 Carpet, Astroturf, wood, or any other type of covering is prohibited on deck and balconies. The application of any coatings such as, but not limited to, paint, stain or sealer may not be applied to a balcony, deck or patio surface.

12. PETS

- 12.1 No more than two (2) animals (dogs and cats) may be raised, bred or kept in one unit.
- 12.2 The City of Naperville ordinances governing domestic animals also pertain to the Winchester Place Complex. Ordinances require that pets must be leashed at all times and accompanied by their owner or designated dog walker, who is expected to maintain control of them.
- 12.3 The person accompanying the pet must remove animal feces immediately after they are dropped, which is required by the City of Naperville Ordinances governing domestic pets, as well as in Winchester Place. Containers or plastic bags used in the collection of animal feces may not be left anywhere on the property, including, but not limited to, the fronts, sides and rear areas of our buildings, even temporarily. Animal feces, after they have been collected, must be immediately disposed of in the trash receptacle belonging to the homeowner/resident who owns the pet.
- 12.4 A pet owner may be liable for property damage, and/or bodily injury caused by a pet, even if restrained. If the common area grass, shrubs, or plants are killed by the homeowner/resident's pet(s), either through urination, or general wear

and tear, the homeowner/resident is responsible for restoring the damaged area to its original condition. Note the following:

- a. Grass, which has been killed, must be replaced by the homeowner/resident, no later than June 1 with either sod or grass seed. Any damaged grassy areas must be replaced, according to the Board's standard for esthetic satisfaction.

- b. Shrubs and plants must be replaced with similar foliage immediately upon identifying they have been damaged or killed. The homeowner/resident will be responsible for seeing that the foliage is watered until it has taken hold.

- 12.5 The homeowner/resident may be subject to a violation notice and/or a fine if damaged common areas are found to be the result of their pet(s). If the homeowner/resident fails to correct the damaged areas, the Board will retain a landscaper to accomplish the necessary restoration and the homeowner/resident will be billed for the work.
- 12.6 Any homeowner/resident who has been found guilty of any combination of three (3) or more violations within a calendar year and in any combination of the rules in this section shall be deemed liable for having a pet that causes or creates a nuisance or an unreasonable disturbance. After consideration of the facts and circumstances the Board may elect to order the homeowner/resident to have the pet permanently removed from the Property upon 30 days written notification to the homeowner/resident from the Board or its Management Company. The Board's decision will be final and binding. However, notwithstanding the lack of previous violations, if the Board determines that a particular animal constitutes a nuisance or poses a danger, it has the authority to order the animal removed on three days notice.
- 12.7 Dogs that are thought to be vicious and/or threatening will be reported to the City of Naperville's Animal Control Division of the Naperville Police Department. An immediate investigation will be conducted. The homeowner/resident may be asked to relocate the dog(s) from Winchester Place.
- 12.8 No animals of any kind, including dogs and/or cats, may be confined in the garage of any building in the complex whether the garage belongs to the homeowner/resident who is the owner of the animals, or a vacant garage belong to another homeowner/resident. Animals who cannot be raised, bred or kept in the homeowners/resident/s unit as permitted in 12.1 of the Rules and Regulations, should be confined off the Winchester Place premises.

13. SEASONAL DECORATIONS

- 13.1 Decorations for traditional holidays such as Hanukkah, Christmas, Easter, July Fourth, Halloween, and Thanksgiving may be displayed only during the month in which the holiday occurs.

- 13.2 No decorative holiday item that requires electricity may be plugged into an electrical outlet for which the Association provides power.
- 13.3 If seasonal lights are displayed on a balcony or patio area, they may not be attached to the siding.
- 13.4 No holiday lighting may be attached to the front or the sides of individual buildings, nor to the interior walls of the hallways.
- 13.5 Summer patio and balcony lighting may be displayed beginning May 1 through October 15.

14. SIGNS

- 14.1 A homeowner/resident may not display a sign in their window(s), the Common Area Hallway, or outside the building in which their unit is located.
- 14.2 When a unit is for sale, an open house sign may be posted in front of the building for two, four-hour periods on a weekly basis. As each four-hour period expires, the sign must be removed immediately.
- 14.3 For Sale Signs may only be displayed on the easement located at Washington Street and Worthing, at the entrance to the Winchester Condominium Complex.

15. TRASH

- 15.1 No trash is to be left in the Common Area Hallways, on the balconies, or on the patios. All garbage (cans, bags, receptacles) must be stored inside the garage.
- 15.2 Trash and recyclable items are to be placed curbside no earlier than 5:00 p.m. on the night prior to the regularly scheduled pick up.
- 15.3 If trash becomes scattered, it is the responsibility of the owner of the trash to pick it up as soon as possible.
- 15.4 Reusable trash and recyclable containers should be returned to the garage by the end of the day of trash pick up.
- 15.5 Discarded appliances must be picked up within 48 hours of being placed at the curb.

16. VEHICLES / PARKING

VEHICLE STICKERS AND OVERFLOW PARKING

- 16.1 Vehicle stickers will be provided to every homeowner/resident in good standing,

bi-annually at the time the Annual Homeowner Census or Annual Tenant Census (Exhibit A/Exhibit B) is completed. Only vehicles displaying a Winchester Place Vehicle Sticker will be allowed to park in the overflow parking areas throughout the complex. The Winchester Place Vehicle Sticker must be clearly displayed on the passenger side front windshield of the vehicle, or the homeowner's/resident's vehicle may be towed.

- 16.2 Overflow parking spaces are located throughout the complex, as well as in the Clubhouse Parking Lot. Because of limited parking availability within the Complex, homeowners/residents are encouraged to utilize their own designated personal private parking areas first before parking in the overflow areas.

- 16.3 The driveway area directly in front of, and in certain situations, on the side of the building, should not be used for regular parking. Be aware of asphalt/black top areas, which have been marked as designated for emergency vehicles only. NO PARKING in these areas is permitted.
- 16.4 Overflow parking spaces are located throughout the Complex. There is no reserved overflow space or pre-assigned space for any resident. The following uses are acceptable for overflow parking:
- Overnight parking by residents, if available.
 - Parking as assigned by the Board for special circumstances.
- 16.5 Under NO circumstances may the overflow parking be used for more than 48 consecutive hours without written consent from the Board. Homeowners/Residents who violate the time limit will be subject to an Association parking violation and fine. If the vehicle is not moved within 48 hours after the violation notice is served, the vehicle may be towed.

INOPERABLE/ABANDONED VEHICLE

- 16.6 Inoperable vehicles, either because of mechanical problems or due to lack of licensing, are not to be abandoned to any parking area of the Complex including garage aprons or they may be subject to towing at the owner's expense. An inoperable and/or abandoned vehicle will be subject to a \$100 fine for the first violation and a \$250 fine for the second violation.

An inoperable or abandoned vehicle is, but may not be limited to, the following:

- a. A vehicle in a state of disrepair rendering it incapable of being driven in its present condition;
- b. A vehicle unmoved for more than seven (7) consecutive days without Board approval;
- c. A vehicle without a valid Illinois temporary license permit, or current Illinois or other State license plates/tags.

Vehicles may be stored in the homeowner's/resident's closed garage.

The City of Naperville Code Enforcement Department will be notified by the Board and/or the Management Company to investigate possible City Ordinance Violations in conjunction with inoperable and/or abandoned vehicles. The City will conduct an independent inquiry including contact with the homeowner/resident, and make a determination as to their course of action. The City will permit the homeowner/resident a reasonable amount of time to correct any City Ordinance Violation before taking more stringent means. Any action on the part of the City will in no way negate the violation notice(s) and/or applicable fines levied by the Board.

16.7 All boats, trailers, campers, motor homes and commercially marked trucks are prohibited from the parking areas. They may be parked in the homeowner's/resident's closed garage.

16.8 Parking on any grass area is strictly prohibited.

16.9 Parking on any driveway, other than the one leading to the homeowner's/resident's garage, is prohibited without permission.

16.10 A warning notice will be issued to the homeowner/resident if there is an infraction of the parking rules. The homeowner/resident will have 24 hours to correct the infraction. Failure to do so will result in the issuance of an Association violation notice, permitting 48 hours to correct the infraction, and ticket for \$50.00. If the infraction is not corrected within 48 hours, the boat, trailer, camper, motor home, commercially marked trucks, or other vehicle(s) may be subject to towing. The cost for towing and any related legal fees will be assessed against the homeowner/resident.

16.11 Any repair or maintenance to a vehicle taking place on the driveway apron in front of a garage leaving it inoperable or in an obvious state of disrepair is prohibited.

CLUBHOUSE PARKING LOT

16.12 Temporary guest parking requests will be determined on an individual case basis, and ultimately decided upon by the Board.

16.13 Any vehicle with a properly displayed Winchester Place Vehicle Sticker may park in the Clubhouse Parking Lot overnight, or for brief periods during the day, but never for periods of more than 48 consecutive hours. Vehicles using a Winchester Place Vehicle Sticker must honor the Party Parking Sign, when posted, by not utilizing the lot when functions are being held at the Clubhouse. If a homeowner/resident fails to move their vehicle in advance of a party function, they risk losing their overflow parking privilege in the Clubhouse Parking Lot.

16.14 Permit Parkers must utilize the spaces closest to Worthing Drive first. They must also adhere to party parking time restrictions when posted.

16.15 The Clubhouse parking lot is not to be utilized for parking overnight or brief periods during the day except by permit only. The Clubhouse parking lot is not a long-term storage facility for cars. No recreational vehicles such as motorcycles, campers, boats, trailers, motorcycles, or snowmobiles, are permitted to use the lot. No commercial vehicles may have parking lot privileges.

Any infraction of the rules should be reported to the Management Company for further investigation and possible issuance of a warning letter. In some instances, the Board may authorize towing.

17. VIOLATION POLICY ENFORCEMENT

17.1 Complaints regarding possible infractions of the Rules and Regulations may initially be made by mail, telephone or e-mail, if available, to the Management Company for further investigation. The WINCHESTER PLACE VIOLATION REPORT - EXHIBIT H must be used in reporting the infraction. A single individual or a group of individuals may make the report.

17.2 Photographs of the infraction are helpful and may be submitted to the Management Company. They should be dated, signed by the individual taking them, and noted as to the location.

17.3 If necessary a VIOLATION HEARING NOTIFICATION - EXHIBIT I will be

issued to the homeowner/resident. The confidential discussion will be held on the evening of a regularly scheduled board meeting after the business meeting has been concluded. If a subsequent fine is to be assessed, it will be issued utilizing the WINCHESTER PLACE CONDOMINIUM ASSOCIATION VIOLATION/FINE NOTIFICATION - EXHIBIT K, which will be dispersed immediately.

- 17.4 Any homeowner/resident who believes the violation is wrongfully or unjustly charged against them may request a VIOLATION HEARING. This must be accomplished within 20 days of receiving the NOTICE OF VIOLATION. The REQUEST FOR A HEARING - EXHIBIT J should be completed and presented directly to the Board with a copy of the original violation notice attached. If a REQUEST FOR A HEARING is not filed within 20 days of receiving the NOTICE OF VIOLATION, the hearing will be considered waived, the allegations in the NOTICE OF VIOLATION shall be deemed admitted by default, and the appropriate sanctions shall be imposed.

If a request for a hearing is filed timely, the confidential discussion will be held before the Board. The hearing discussion shall be conducted at the first regularly scheduled board meeting following the delivery of the REQUEST FOR A HEARING - EXHIBIT J. Hearings will be held at the conclusion of the public board meeting in a confidential session with the Board.

- a. The Board shall hear and consider arguments, evidence and/or statements regarding the violation(s) first from any person(s) having direct knowledge of the violation; witnesses on behalf of the owner/resident; and from the owner/resident
- b. The decision of the Board shall be made by majority vote and shall be final and binding on the homeowner/resident and the Association.
- c. If the violator does not appear, they are automatically considered in violation as charged.

- 17.5 If this is not the first violation by the homeowner/resident or in the event that the violation is such that serious, immediate irreparable consequences may occur by delay; the Board may elect to forward the matter to the Association

attorney for action. All legal expense and cost incurred will be assessed to the homeowner/resident. The Association attorney will take all necessary actions to protect the interest of the Association in accordance with the By-Laws and the Rules and Regulations governing Winchester Place Condominium Association.

If the homeowner/resident is found liable for the violation, the following shall occur:

- a. A warning notice will be issued to the homeowner/resident if it is the first violation within a 12-month period.
- b. Second violations within a 12-month period will carry a fine of \$50.00 for any costs and/or expenses associated with the enforcement process.
- c. Third violations within a 12-month period will carry a fine of \$75.00 for any costs and/or expenses associated with the enforcement process.
- d. Fourth violations within a 12-month period will carry a fine of \$100.00 for any costs and/or expenses associated with the enforcement process.
- e. Fifth violations within a 12-month period will carry a fine of \$150.00 for any costs and/or expenses associated with the enforcement process.
- f. Any offenses exceeding five (5) in a 12-month period will be fined \$200.00 per occurrence for any costs and/or expenses associated with the enforcement process.
- g. A continuing violation shall be any violation, which has NOT been corrected within 30 days of notification of said violation.
- h. The Board is granted discretion to deviate, upwards or downwards from the fine schedule as it deems necessary depending on the circumstances of a particular violation, history of prior violations, or any other reason which, in the Board's reasonable judgment, requires such a deviation.
- i. In the event of a continuing violation, the Board has the authority to

impose a continuing, daily fine which continues to accrue until the continuing violation is abated.

- 17.6 When any common area of the Complex (Common Property) has been damaged in conjunction with a violation, the homeowner/resident will be given 14 days from the date the Board makes their ruling to effect repairs. If there is a failure to do so within that time frame, the Association will proceed to correct the violation, assessing the full cost of all materials, labor and other related costs to the homeowner/resident. The homeowner/resident will also be assessed an additional administrative charge of \$125.00 or 10% of the cost of the corrective work, whichever is greater.

Any homeowner/resident assessed charges in conjunction with such damage, shall pay the charges within 30 days of notification that such charges are due. Failure to remit the payment within the specified time shall subject the homeowner/ resident to legal remedies necessary to effect collection.

All charges imposed, from a finding by the Board that the homeowner/resident is in violation, may generate a special assessment against the homeowner/ resident. The assessment shall be collectible as a Common Expense in the same manner as any regular or special assessment against a homeowner/resident.

Notice of such assessments will be made in the following manner:

Immediate personal delivery to unit location; or First Class United States Mail to unit location; or Certified Mail return receipt requested to legal owner at all legal addresses previously filed with the Board.

For units held in trust, the notice may be sent to the address of the trustee, or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.

The remedies described herein are not exclusive. The Board reserves the right to take any action(s) which might be required under the law to prevent and/or eliminate violations of the Rules and Regulations and which are in the best

interest of the Association as well as to collect valid assessments due and payable by violators to the Association. Additionally, the City of Naperville may exercise their right under various city ordinances to take enforcement action.

18. Dumpsters & On-Site Mobile Storage Containers

18.1 Dumpsters - Dumpsters shall be permitted only under the following terms, conditions, restrictions and regulations:

- a. Dumpster is defined as a large bin designed for receiving, transporting and dumping waste materials.
- b. In order to arrange for temporary placement of a dumpster on the property, the homeowner must make their request in writing to the management company. Accompanying the request must be a deposit in the form of a \$200.00 check made payable to the Winchester Place Condominiums. The security deposit will be refunded within two weeks once the dumpster is removed, the area inspected and no damages found.
- c. The dumpster must be placed either inside a homeowner's garage with the garage door closed or on the driveway in front of the homeowner's garage. Plywood protection in the form of a wooden support system must be placed on the blacktop area beneath the dumpster. Dumpsters may never be placed on any overflow parking areas.
- d. The placement or length of the dumpster must not impede or restrict the access of any adjacent homeowners to their garage areas or the front door access. The dimensions of any dumpster placed in front of a garage must not exceed the width and length of the homeowner's garage apron.
- e. A dumpster shall be utilized only for the discard of non-flammable construction debris or discarded household items. Under no circumstances should it be used for discarding any perishable type food/garbage items or flammable liquids. All items shall be secured and contained within the dumpster walls and not overflowing onto the driveway areas.
- f. A dumpster may only be placed on the driveway for one day. It must be promptly removed and is not allowed to remain on the property overnight.

- g. Exceptions to the rules will be made at the board's discretion under extenuating circumstances with the board's previous approval.

18.2 On-site Mobile Storage Containers - On-site mobile storage containers shall be permitted only under the following terms, conditions, restrictions and regulations:

- a. An on-site mobile storage container is defined as a moveable, fully enclosed container not related to construction activity which is used for the temporary storage of household or business items for a limited period of time.
- b. Only one container is allowed per household.
- c. An advance deposit presented to the Management Company in the form of a \$200.00 check made payable to Winchester Place Condominiums is required. The security deposit will be refunded within two weeks once the pod container is removed, the area inspected and no damages found.
- d. If approved, an on-site mobile storage container must be placed on the hard blacktop surface of an overflow parking area providing there is no limitation to garage access for all homeowners. Plywood protection in the form of a wooden support system must be placed on the driveway. Placement is also prohibited on grassy areas, sidewalks, right of way or any other areas not specified as overflow parking.
- e. On-site mobile storage containers shall be utilized only for the storage, loading and unloading of household or business items. The container may not exceed sixteen (16) feet in length.
- f. Onsite mobile storage containers shall be used to temporarily store only personal property of a non-toxic and non-flammable nature.
- g. An on-site mobile storage container shall not be placed on the property for more than five (5) consecutive days. No homeowner shall place an on-site mobile storage container upon the property for more than one (1) five (5) day period in a calendar year.

19. EXHIBITS

INDEX

- A. Annual Census for Homeowner(s)
- B. Annual Census for Tenant(s)
- C. Satellite Dish Agreement
- D. Satellite Dish Installation Notification
- E.
- F.
- G. Clubhouse Contract
- H. Clubhouse Clean-Up Agreement
- I. Violation Report
- J. Violation Hearing Notification
- K. Request for Hearing
- L. Violation and/or Fine Notification

EXHIBIT A- ANNUAL CENSUS FOR HOMEOWNER

Annual Census for Homeowners

Exhibit A

In order to maintain accurate Association records, the **HOMEOWNERS CENSUS FORM** must be completed and updated as mandated in the Winchester Place Condominium Association Rules and Regulations annually or upon move-in and mailed to the Management Company. A fine will be assessed to any homeowner/resident who does not comply with this rule.

OWNER NAME (S): _____

ADDRESS & UNIT NUMBER: _____

CITY, STATE, ZIP CODE: _____

HOME PHONE: _____ WORK PHONE: _____

CELL PHONE (S): _____

E-MAIL ADDRESS(ES): _____

Are you currently residing at this address? _____ YES _____ NO

If not, please complete both the owner emergency information and the tenant information form on page 2.

NAMES OF OTHER OCCUPANTS LIVING WITH YOU:

ADULTS: _____

CHILDREN: _____

PETS – CATS and/or DOGS – The limit is two total pets per unit. Describe breed and color.

NAPERVILLE PET LICENSE # _____

IN CASE OF EMERGENCY, NOTIFY:

Name: _____

Address: _____

Phone #: _____ Relationship to owner: _____

Current Vehicle Stickers (if necessary) will be issued when your completed form is returned.

MAKE/YEAR/COLOR	LICENSE PLATE NO.	STICKER # (For Office Use Only)
GARBAGE CAN ID #	RECYCLING CAN ID #	ADDL CAN ID #'S

Tenant Information Form

UNIT OWNER(S) NAME: _____

UNIT ADDRESS: _____

NAME(S) OF PERSON(S) RESIDING IN THE UNIT:

ADULTS: _____

CHILDREN: _____

PETS – CATS and/or DOGS – The limit is two total pets per unit. Describe breed and color.

NAPERVILLE PET LICENSE # _____

TENANT’S HOME PHONE: _____

TENANT’S WORK PHONE: _____

TENANT’S CELL PHONE (S): _____

TENANT’S E-MAIL ADDRESS: _____

TENANT EMERGENCY INFORMATION:

Name: _____

Address: _____

Phone #: _____ Relationship to owner: _____

Current Vehicle Stickers will be issued when your completed form is returned.

MAKE/YEAR/COLOR	LICENSE PLATE NO.	STICKER # (For Office Use Only)
GARBAGE CAN ID #	RECYCLING CAN ID #	ADDL CAN ID #'S

Updated on 5/10/2017 2:39:00 PM

EXHIBIT C- SATELLITE DISH AGREEMENT

WINCHESTER PLACE CONDOMINIUM ASSOCIATION

This Agreement is entered into this _____ day of _____, 2003, by and between _____ (“Owner”) and the Winchester Place Condominium Association, an Illinois not-for-profit corporation (“Association”).

The following recitals of fact are a material part of this Agreement:

1. The Owner resides at _____, Illinois, and is the owner of the property within the Association.
2. Pursuant to the Rules and Regulations of the Association, no Owner may install a satellite dish on the property without compliance with said Rules and Regulations of the Association
3. Section 207 of the Telecommunications Act of 1996 titled Restrictions on Over the Air Reception Devices (“FCC Regulations”) permits the Board Members to restrict an Owner from placing a satellite dish on certain property under certain circumstances
4. FCC Regulations do permit the Board the right to adopt rules governing the placement, maintenance responsibility, color, etc. of these dishes.
5. The Owner desires to install a satellite dish on the _____, less than one (1) meter in diameter, and to comply with all other requirements of the Declaration and policies adopted by the Association’s Board.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it hereby is agreed as follows:

1. The Owner has submitted to the Board a completed Satellite Dish Installation Notification (a copy attached hereto and made a part hereof as Exhibit D).
2. The Owner shall install the satellite dish on the _____ according to the specifications given by the Board.
3. The Owner must have a professional contractor install the dish. The Owner shall provide proof that this contractor is licensed, bonded and insured, including but not limited to providing the Association with a Certificate of Insurance naming the Association as an additional party insured.
4. All satellite dishes shall be constructed in strict compliance with the approved plans and specifications. Any deviation from the approved plans and specifications without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the approved plans and specifications. The fine shall be set by the Board in accordance with approved guidelines for fines.

Exhibit C continued

5. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom.
6. The Owner shall be solely responsible for the costs to maintain said dish, and for any repair, replacement or maintenance to the roof or other portions of the property resulting from the placement or existence of the dish on the roof.
7. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of this Agreement and the obligations set forth herein. All obligations herein shall pass to any successor in interest.
8. Time is of the essence of this Agreement.
9. This Agreement shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have signed this document on the date set forth above.

WINCHESTER PLACE CONDOMINIUM OWNER(S)
ASSOCIATION

By:

Its President

ATTEST:

Its Secretary

EXHIBIT D- SATELLITE DISH INSTALLATION NOTIFICATION

WINCHESTER PLACE CONDOMINIUM ASSOCIATION

NAME: _____ DATE: _____

ADDRESS: _____

TELEPHONE: _____

SATELLITE DISH SPECIFICATIONS:

COLOR: _____ SIZE: _____

LOCATION (BE SPECIFIC) _____

INSTALLER: _____

PLANS AND SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE NOTIFICATION TO SHOW LOCATION AND DIMENSIONS.

I/We, the undersigned, do hereby acknowledge that I/we understand the rule concerning the proposed installation of the satellite dish. I/We agree to abide by the rule set forth by the Board and will be solely liable for upkeep maintenance on this satellite dish as more fully set forth in the Satellite Dish Agreement.

DATE: _____

SIGNED: _____

Owner(s)

FOR OFFICE USE ONLY:

Approved By:	Date Application Rec'd.:
Inspected By:	Received By:
Inspected On:	Approved By:

Reasons For Disapproval: _____

EXHIBIT E- CLUBHOUSE CONTRACT
WINCHESTER PLACE CONDOMINIUM ASSOCIATION
Clubhouse Rental Contract

The Winchester Place Clubhouse is available for rental to all homeowners. When the homeowner/resident wishes to rent the Clubhouse, they must present a current driver's license with a copy of the signed Clubhouse Rental Contract, the rental fee and the security deposit to the Management Company Representative. The following rules and regulations are applicable to all Clubhouse renters. **Please read this contract and the post event cleanup directions in their entirety. A signature is required on both documents.**

- Reservations for the Clubhouse may not be made more than four months in advance of its intended use unless the function is a wedding reception. To secure a reserved date, the homeowner must present the Clubhouse Rental document to the Management Company. Specific dates will not be held otherwise.
- The homeowner/resident must be present in the clubhouse for the duration of the entire function.
- Written application for rental of the Clubhouse must be made no less than two weeks prior to the rental date during regular business hours at the Management Company's Office.
- There are two separate checks needed for the rental. The first check, a fee of \$75.00, is payable two weeks before the rental date. A **personal check payable to Winchester Place** must accompany the signed application including a copy of the homeowner's/resident's driver's license as proof of residence. The second check for the \$200.00 security deposit, also made payable to Winchester Place, is due at the same time.
- The security deposit is refundable two weeks after the date of rental once it is determined that the Clubhouse is cleaned properly, undamaged, and the Clubhouse keys have been returned to the Management Company.
- In the event of cancellation, the homeowner/resident must cancel their intent to rent the Clubhouse, in person, or by facsimile, no less than one week prior to the rental date in order to obtain a full refund of the rental fee and the security deposit.
- The Clubhouse must be vacated by Midnight Monday through Thursday evenings, and by 1:00 a.m. on Friday and Saturday evenings. On Sundays the building must be vacated by 9:00 p.m.
- The Clubhouse must be cleaned thoroughly on the day of the event before it is vacated by the homeowner/resident.
- The homeowner/resident is responsible for securing the Clubhouse when they vacate it and turning off all interior lights and fans. Exterior lights are operated by sensors. Both the front and rear deadbolt locks as well as the regular door locks are to be secured.
- Smoking of cigarettes, cigars, or any illegal substances is strictly prohibited in the Clubhouse. The homeowner/resident must provide a container outside the Clubhouse for cigarette butts. It is their responsibility to remove and safely dispose of it at the conclusion of the event.
- The Clubhouse is handicap accessible but does not have a telephone or water fountain.
- Any event noise must comply with the Naperville City Sound Ordinances.
- The homeowner/resident may bring liquor into the Clubhouse, but in doing so; they will assume legal liability for any bodily injury and/or property damage, which may occur as a result of its use or consumption.
- The Board of Directors and the Winchester Place Condominium Association DO NOT

provide liability insurance coverage for individual functions, which are held in conjunction with a rental agreement at the Clubhouse.

- Parties which include guests under the age of 21 must have a ratio of one chaperone (age 21 or older) for every ten guests under the age of 21.
- **NO** alcoholic beverages may be provided to guests under the age of 21.
- Members of the Board of Directors or their designated homeowner reserve the right to visit the clubhouse during an event to ensure that the terms of the Clubhouse Rental Agreement are being met.
- The homeowner/resident must assume the responsibility for posting, removing and storing the "Party Parking" sign, which is kept in the front closet of the Clubhouse. Since the lot is used for homeowner overflow resident parking, it is recommended that the sign be placed out early on the morning of an event.

I, the undersigned, hereby agree to adhere to the provisions of the Winchester Place Condominium Association Clubhouse Rental Contract and the Clubhouse Clean-Up Agreement as attested to by my signature on each document.

I, the undersigned, hereby further agree that if it is deemed necessary by the Management Company and/or the Board of Directors, I will pay for any repairs and/or cleaning fees, which are incurred as a result of the function for which I propose to rent the Clubhouse. These sums will be deducted from my security deposit, and if necessary, should the costs exceed the sum of the security deposit, I hereby agree to pay any further assessments, which may be levied against me.

I, the undersigned, hereby further agree to indemnify and hold harmless The Winchester Place Condominium Association and its Board of Directors, agents and individual members against any and all injury, loss, damage, costs and expense which may occur as a result of the use of the facilities described herein as The Winchester Place Condominium Association Clubhouse commiserate with the execution of this contract.

Homeowner/Resident Signature _____

Date _____

Winchester Place Condominium Address _____

Event Information

Day of Week and Date of the Event

Estimated timeframe of event Start _____ End _____

Type of Event _____ Will alcohol be served? _____

Management Representative _____ Date _____

EXHIBIT F – CLUBHOUSE CLEAN-UP AGREEMENT

WINCHESTER PLACE CONDOMINIUM ASSOCIATION CLUBHOUSE CLEAN-UP AGREEMENT

General

- We suggest that you inspect the Clubhouse before your use to insure everything is in working order and to determine the supplies you will need for your event.
- If you find malfunctioning equipment, broken fixtures, broken or damaged furniture, etc. please report it to the management company immediately so these issues may be corrected.
- No inflatable houses, trampolines or other such items are allowed either inside or outside the clubhouse.
- Card tables are placed in the clubhouse to be used for games or dining. Note – No heavy items are to be placed on any of the large or small tables. There is ample, sturdy counter space for food and beverage service. The card tables and chairs routinely stay setup in the Clubhouse. If you choose not to use them, please take care to fold and store them to the side during your event. The tables and chairs should be reset when your event is concluded.
- Smoking of any substance is prohibited in the Clubhouse. A container (tin can with sand, etc.) for cigarette butt disposal should be placed outside the door and the renter is responsible for its removal and safe disposal after the function.
- If you choose to post the Event Parking Sign, it must be returned to the Clubhouse closet when the event is over. It is suggested that the sign be posted early on the day of your event.
- There is no dumpster or garbage removal service provided at the Clubhouse.
- When leaving the premises, the thermostat should be set at 60 degrees in the winter and the air conditioning should be turned off in the summer.
- Windows must be shut and secured at the conclusion of your rental.
- Doors must be double locked and the key returned on the next business day to the Management Company when you leave the premises.

Decorations

- It is strongly recommended that balloons not be used as a decoration. If balloons are used, they must be securely anchored to avoid the possibility of them becoming loose and entangled in the ceiling fan blades.
- Decorations may be attached to the cabinets, bar, doors, or windows by the use of scotch tape only. Taping any items to the walls is strictly prohibited.
- All decorations and tape must be removed from the building during clean up.
- After your event, once again check the building for any problems that may have occurred during the course of the event and notify the Management Company of the specifics. This will avoid your incurring any unwarranted charges.

Cleaning to be accomplished before leaving the premises

The Association does not provide cleaning cloths, potholders, or trash bag liners for the kitchen, bathrooms or the large trash containers. (36-gallon bags will fit the large containers). Use the following checklist:

All decorations and tape removed _____

All unused items are removed from the refrigerator. _____

The bar, table tops and chairs must be wiped clean. _____

If necessary, card tables and chairs must be reset. _____

The bathroom sinks and toilets must be cleaned. _____

Kitchen counter tops, refrigerator, stove and microwave must be wiped clean. _____

Counters on top of storage cabinets for tables and chairs must be wiped clean. _____

All food items should be removed from the premises. _____

Linoleum floors in the kitchen, common area, and the bathroom should be clean. There is a mop for spills in the kitchen next to the stove. _____

Large beverage buckets are emptied of ice and wiped dry. _____

The carpeting must be vacuumed and checked and cleaned of any spills. The vacuum is kept in the coat closet adjacent to the front door. _____

There is no scheduled trash pickup for the Clubhouse. Trash, including paper and food items as well as any other container or debris must be bagged and removed on the day of the event before the clubhouse is vacated by the homeowner. _____

SIGNATURE OF THE HOMEOWNER/RESIDENT

Winchester Place Clubhouse Rental Checklist

Main Room

- Wipe all tabletops and chair seats to remove crumbs and spills.
- Wipe all laminate countertops on the three large rectangular cabinets.
- Check carpet for spots, remove if applicable and vacuum carpeting and mats.
- Sweep all tile surfaces and mop with Swiffer Empty large garbage can
- Wipe and dry ice buckets for beverages Replace Party Parking sign to coat closet

Kitchen

- Clean all kitchen counters Empty any party supplies from the refrigerator
- Wipe stovetop and microwave If used, check oven for spills
- Clean kitchen sink Sweep and mop tile floor with Swiffer
- Empty kitchen garbage container and replace with new liner. Vacuum mat

Bathroom

- Wipe off fixtures and sinks Empty waste cans
- Sweep and mop floor with Swiffer

Last But Not Least

- Replace all cleaning equipment to storage cabinet
- Reset tables and chairs per attached diagram
- Thermostat in winter months reset to 64 degrees
- Air conditioning turned off in summer months
- All lights and fans turned off. (Exterior lights are controlled by a timer)
- Remove all garbage for home disposal. There is no clubhouse pickup.
- Deadbolts and doorknob locks for both entrances secured

EXHIBIT G- VIOLATION REPORT

WINCHESTER PLACE CONDOMINIUM ASSOCIATION

A Violation Report must be completed if the Board of Directors is to consider remedy for any infraction of the Rules and Regulations.

Procedure: The complainant, who may be an individual or a group, must file a Violation Report with the Board of Directors and the Management Company. The issue(s) complained of will be investigated. The complainant will be requested to attend a board meeting with the offender, to discuss the complaint. If such a hearing is necessary, the Board will determine whether a violation has occurred and if a fine is applicable.

Homeowner's/Resident's Name: _____

Address: _____ Unit # _____

Specific Location of Violation: _____

Description of Violation (Include the category and site from the Rules & Regulations which addresses the infraction): _____

Witness if Available: _____

Report Submitted by: _____

Address: _____ Telephone: _____

Signature: _____

EXHIBIT H - VIOLATION HEARING NOTIFICATION

WINCHESTER PLACE CONDOMINIUM ASSOCIATION

Date: _____

To: _____

Unit Owner: _____

Unit Resident: _____

Address: _____

A complaint has been filed citing a violation of the Winchester Place Rules and Regulations. The violation has been described as follows:

Date: _____

Description: _____

The violation must cease and/or be corrected within five (5) calendar days of receipt of this notice or the Board of Directors ["Board"] will review the matter at the next regularly scheduled board meeting to be held on

During a confidential session, following the public board meeting, which should occur at approximately _____ pm in the Winchester Place Clubhouse, the Board will determine: 1) if a violation has occurred, and 2) if a fine for the violation is applicable and should be levied. The Board will proceed without participation and a fine will be imposed.

If you are unwilling or unable to correct the condition complained of in the violation notice, please plan to be present at this meeting. If you do not attend the hearing, the Board will proceed without your participation.

Cc: Management Company
Complainant

EXHIBIT I - REQUEST FOR A HEARING

WINCHESTER PLACE CONDOMINIUM ASSOCIATION

Date: _____

To: Board of Directors, c/o the Management Company

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Please schedule a hearing on the complaint filed against me as described in The Notice of Violation dated _____ alleging an infraction of the Rules and Regulations and/or the By-Laws for Winchester Place Condominium Association.

Signature: _____

Address: _____

Telephone: _____

Date: _____

Owner's Name: (please print) _____

Resident's Signature: _____

If Owner resides at other than the condominium address, please specify:

City: _____

State: _____ Zip Code: _____

Telephone: _____

EXHIBIT J - VIOLATION AND/OR FINE NOTIFICATION

WINCHESTER PLACE CONDOMINIUM ASSOCIATION

Date: _____

To: _____

Unit Owner: _____

Unit Resident: _____

Address: _____

At the Board Meeting held on _____ the violation described below was discussed.

Violation Description: _____

The Board of Directors ("Board") determined the following:

- The Board has determined that no violation occurred.
- The Board determined that a violation has occurred for the first time in a twelve (12) month period. (Fines are not levied for the first infraction.)
- The Board determined that the same violation has occurred for the second time in a twelve-month period. The fine for this violation is \$ _____.
- The Board determined that this violation has been repeated ____ in a ____ month period. The fine for repeated violations is \$ _____.
- The Board has incurred an expense associated with your violation(s) which is being assessed against you in the amount of \$ _____.

Cc: Owner
Resident
Complainant
Management Company

THIS INFORMATION WILL BE HELD IN STRICTEST CONFIDENCE

EXHIBIT K – ARCHITECTURAL IMPROVEMENT APPLICATION

SUBMIT APPLICATION TO THE MANAGEMENT COMPANY

Date of Application: _____

Unit Owner: _____

Address: _____ Unit # _____

Work Phone # _____ Home Phone # _____

Cell # _____ Email: _____

Request to install or replace the following item(s):

- Windows Garage Door Chair Lift
 Patio Door(s) Other (describe in detail) _____

Please provide a detailed description of how many items are being replaced or installed and the materials to be used. _____

IMPORTANT HOMEOWNER NOTICE: Any windows, patio or unit doors and garage doors **MUST** match the current ones in approved color and style. The approved style for a garage door is available from Affordable Garage. The manufacturer is Chi and the model number is 2251.

A copy of both the installer’s Certificate of Insurance which includes Worker’s Compensation Coverage **MUST** be attached to this request. Also a product brochure or picture of the item must be included in the request packet.

Installer/Contractor Name: _____
Installer/Contractor’s Address _____
Phone # _____ Fax # _____

As of the approval date of this (these) alteration(s), I accept full responsibility for all of the upkeep of the altered area and agree to maintain it in a safe condition. The Association will take no responsibility for damage or maintenance. Any and all proper permits have been obtained by the owner of this unit.

Owners Signature: _____ Date: _____

Board Signature: _____ Date: _____

Approved Not Approved Reason: _____