

# STANTON ARMS



## **RULES & REGULATIONS**

(Revised June 1, 2001)

# Stanton Arms Rules & Regulations

## Stanton Arms Homeowners' Association

### Table of Contents

<b>I.</b>	<b>ASSOCIATION FEES</b>	
	A. Association Fees	1
<b>II.</b>	<b>GENERAL DISTURBANCES</b>	
	A. Disruptive Noise	1
	B. General Nuisance	1
	C. Loitering	1
	D. Quiet Hours	1
<b>III.</b>	<b>HOMEOWNERS' INSURANCE</b>	
	A. Individual Homeowners' Insurance	1
<b>IV.</b>	<b>ILLEGAL ACTIVITIES</b>	
	A. Illegal Activities	2
<b>V.</b>	<b>INDIVIDUAL UNIT MAINTENANCE</b>	
	A. Disrepair to Individual Units	2
	B. Failure to Make Repairs	2
	C. Door (Storm, Screen & Exterior)	2
	D. Exterior Alterations	3
	E. Window Treatments	3
<b>VI.</b>	<b>LANDSCAPING</b>	
	A. Landscaping	3
<b>VII.</b>	<b>OUTSIDE STORAGE</b>	
	A. Outside Storage Behind or in Front of Units	4
	B. Personal Items Left Outside	4
	C. Outside Hanging of Clothing or Laundry-Related Items	4
<b>VIII.</b>	<b>PETS</b>	
	A. Animal Litter	4
	B. Leash Law – Village of Arlington Heights	4
	C. Tenant Pets	5

# Stanton Arms Rules & Regulations

<b>IX. PLAY AREAS</b>	
A. Play Areas	5
B. Ball Playing	5
C. Tree Climbing	5
D. Restricted Areas	5
<b>X. RESPONSIBILITIES</b>	
A. Owners' Responsibilities	6
B. Owners' Responsibilities for Tenants	6
C. Parents' Responsibilities	6
D. Residents' Responsibilities for Guest s	6
<b>XI. LEASES, TENANTS, AND NON RESIDENT UNIT OWNERS</b>	
A. Renting or Leasing of Units	6-8
<b>XII. VEHICLES</b>	
A. Bicycles	8
B. Minibikes, Go-Karts, etc.	8
C. Rollerblades/Skakeboards	8
D. Parking Regulations	8
E. How to Get a Car Ticketed and/or Towed	9
F. Vehicle Repairs on Property	9
<b>XIII. WASTE DISPOSAL</b>	
A. Disposal of Items in Toilets	10
B. Dumpster & Disposal of Garbage	10
C. How to Get Rid of an Old Appliance	10
D. Littering	11
<b>XIV. FINES &amp; OTHER CHARGES</b>	
A. Fines & Other Charges	11
<b>XV. MODIFICATION OF RULES &amp; REGULATIONS</b>	
A. Modification of Rules & Regulations	11

# **Stanton Arms Rules & Regulations**

## **I) ASSOCIATION FEES**

### **A. ASSOCIATION FEES**

1. Fees are due by the first of each month.
  - a. Fees received after the 15<sup>th</sup> are late and a late charge of twenty-five dollars (\$25.00) per occurrence will be assessed.
  - b. Late Charges will appear on the following month's statement in addition to the regular monthly fees.
2. Please allow ten (10) days for proper delivery.

## **II) GENERAL DISTURBANCES**

The Arlington Heights Police will be called to correct the problem(s)

### **A. DISRUPTIVE NOISE**

1. Residents have a right to a quiet environment.
2. No loud playing of: television, radios, stereos, boomboxes, instruments, etc.
3. Offensive language and/or behavior will not be tolerated.

### **B. GENERAL NUISANCE**

1. Nuisances of any type will not be tolerated.

### **C. LOITERING**

1. Loitering is not permitted if it becomes disturbing, disruptive or damaging in anyway.

### **D. QUIET HOURS**

1. Quiet hours on Stanton Arms property are 10:00 p.m. to 9:00 a.m.
2. No general nuisance, loud talking or playing will be allowed during these times.
3. Residents are responsible for informing their guests of these rules.

## **III) HOMEOWNERS' INSURANCE**

### **A. INDIVIDUAL HOMEOWNERS' INSURANCE**

1. All owners must insure each unit they own with a bona fide insurance company.
2. Each unit must be properly insured for the current market value.
3. Policy must provide coverage for Comprehensive and Liability for the *inside* and *outside* of the unit.
4. Proof of insurance will be requested annually. If in doubt as to what constitutes the proper proof of insurance, please contact the management company.

# Stanton Arms Rules & Regulations

## IV) ILLEGAL ACTIVITIES

### A. *ILLEGAL ACTIVITIES*

1. Any illegal or suspicious activities on Stanton Arms property will not be tolerated. Arlington Heights Police Department will be notified as well as other appropriate authorities.
2. We are a "Neighborhood Watch Community." It is every resident's responsibility to report any suspicious activities.

## V) INDIVIDUAL UNIT MAINTENANCE

### A. *DISREPAIR TO INDIVIDUAL UNITS*

1. Includes, but not limited to:
  - a. Broken or missing windows
  - b. Damaged or missing screens
  - c. Broken or damaged screen/storm or exterior doors
  - d. General disrepair

### B. *FAILURE TO MAKE REPAIRS*

1. If prompt repairs are not undertaken by the owner, the following procedures will be invoked:
  - a. Unit owner notified by mail.
  - b. Owner has thirty (30) days to correct the problem.
  - c. After thirty (30) days, the Association will rectify the problem. Unit owner will be charged for:
    1. Cost of item(s) replaced
    2. Labor
    3. Any miscellaneous costs/charges, if applicable, including lawyer fees.

### C. *DOORS (STORM, SCREEN & EXTERIOR)*

1. Uniformity of doors and screens is stated in the Stanton Arms Declaration.
2. In order to maintain color uniformity, exterior and screen/storm doors are to be painted white (not off-white or any variation of the color white)
3. As of May 18, 1987, all storm/screen doors that are to be replaced must be a white cross buck-type door.
4. Damaged screen/storm doors must be repaired or replaced with an appropriated replacement.
  - a. Violators will be sent a letter informing them of the problem.
  - b. If no action is taken, the association will replace the door(s) and the owner will be billed for the cost of replacement of door(s), labor and any miscellaneous expenses. (See "FAILURE TO MAKE REPAIRS" above for details.)
  - c. If in doubt about acceptable replacements, contact management for advice.

# Stanton Arms Rules & Regulations

## D. EXTERIOR ALTERATIONS

1. No exterior alterations may be made which will affect the uniform appearance and/or structure of the building(s).
2. Any proposed alterations are subject to a 2/3-majority vote of the general membership.
3. In order to maintain uniformity and prevent damage, no antennas or satellite dishes may be affixed in any way to chimneys, roofs or brick siding; the association will not be responsible for damaged or missing satellites.
4. The structural integrity of the roof must not be disturbed. No part of the roof may be cut.
5. Any items which require holes or openings to be cut in any part of the outside of any unit are not permitted.
6. Any infractions of the above items will result in removal of the installation and restoration to the original condition. All charges, including service charges and fines, will be at the owner's expense.

## E. WINDOW TREATMENTS

1. Conventional type of window treatments must be displayed within sixty (60) days of move in date.
  - a. Acceptable types:
    1. Curtains
    2. Shutters
    3. Mini or Venetian blinds
    4. Shades
  - b. Unacceptable types:
    1. Newspaper or magazine pages
    2. Bed sheets
    3. Any other type of non-traditional window treatment

## VI) LANDSCAPING

### A. LANDSCAPING

1. Flower gardens are encouraged.
  - a. No large plants, such as sunflowers are allowed.
  - b. No plants will obstruct the use of the sidewalks.
2. Planting of vegetables of any type are not permitted anywhere within the complex without being in freestanding pots and planters.
3. No planting of any plants, bushes or trees without first contacting the Board for approval.
4. Residents are not allowed to remove, damage, cut or have cut any existing plants or trees without the prior approval of the Board.
5. Nothing may be placed or hung on the plants, bushes or trees without Board approval.

# Stanton Arms Rules & Regulations

## VII) OUTSIDE STORAGE

- A. *OUTSIDE STORAGE BEHIND OR IN FRONT OF UNITS***
1. Barbecue grills may be stored neatly behind individual units.
  2. Bicycles or lawn chairs may be stored in the back of a unit, at the owner risk.
  3. By 10 p.m. toys and other related items must be picked up. Any items left strewn about will be discarded.
  4. Hoses are to be properly stored.
  5. Do not leave any items in a location where someone can trip over them.
- B. *PERSONAL ITEMS LEFT OUTSIDE***
1. Bikes may be neatly stored in racks.
  2. Tricycles, wagons, big wheels, baby buggies, etc must be stored off the sidewalks next to the owner or renter's unit. Association will not be responsible for stolen or missing items.
  3. No personal items may be left where they may be a traffic hazard or where someone may trip over them.
  4. Parents are responsible for the actions of their children. Use common sense and show concern for other members of the complex.
  5. It is the parents' responsibility to inform their children of these rules.
- C. *OUTSIDE HANGING OR CLOTHING OR LAUNDRY-RELATED ITEMS***
1. Hanging of clothing or laundry-related items outside of any unit will not be allowed.

## VIII) PETS

- A. *ANIMAL LITTER***
1. Designated Dog runs are located along the hospital fence between spacing spots 26 – 39 or along the fence on the east side between spaces 1-12. Litter is NOT allowed in Court Yards or on Grass. Failure to obey this rule will result in fines and cost of replacing grass.
  2. Animal litter even in the dog run areas must be picked up and properly tied in a plastic bag before disposing in the dumpster.
  3. Cats that continue to be a nuisance, call animal control.
- B. *LEASH LAW – VILLAGE OF ARLINGTON HEIGHTS***
1. Arlington Heights enforces leash laws.
  2. Per Arlington Heights regulations, pet cannot be tied up and left outside unattended.
  3. Any pet owner allowing their pet to run loose is subject to ticketing and/or impoundment of the animal by the Arlington Heights Police Department.

# Stanton Arms Rules & Regulations

## C. *TENANT PETS*

1. As of August 20, 1976, tenants of rental units will not be allowed to house pets or potentially dangerous animals or reptiles.
2. Landlords will be contacted by certified letter regarding the offense. If appropriate action is not taken regarding this matter, legal action will be taken against the homeowner.
3. A fine of \$100.00 per week will be levied against the homeowner.

## IX) **PLAY AREAS**

### A. *PLAYING ON GRASS*

1. Children can play on the grass areas except when:
  - a. A barrier or sign has been posted.
  - b. Ground is soft after a rain or watering.

### B. *BALL PLAYING*

1. For insurance reasons and safety, no ball playing of any type will be permitted on the Stanton Arms property. This includes hockey playing, Frisbee throwing, etc.

### C. *TREE CLIMBING*

1. For insurance reasons and safety, tree climbing is not allowed.

### D. *RESTRICTED AREAS*

1. The driveway and parking lot cannot be used as a substitute for a playground. There are nearby parks with swimming pools and baseball areas:

#### Pioneer Park

500 S. Fernandez (Park & Fernandez Streets, north of Stanton Arms)  
Arlington Heights, IL 60005  
(847) 577-3035 (Call for swimming pool hours)

#### Heritage Park

506 W. Victoria (Fernandez & Victoria Streets, south of Stanton Arms)  
Arlington Heights, IL 60005  
(847) 577-3020 (Call for swimming pool hours)

Additional information may be obtained by calling the Arlington Heights Park District at (847) 577-3000.

2. Playing in the Dumpster and storage shed area is not allowed.
3. Privacy of residents should be respected at all times. Porches and steps are not public areas and planted areas beneath windows are not playgrounds.



# **Stanton Arms Rules & Regulations**

## **X) RESPONSIBILITIES**

### **A. OWNERS' RESPONSIBILITIES**

1. By state law, owners are required to submit to the management company within ten (10) days of occupancy information on the name, address and loan number of any mortgage brokers.
2. Any change in mortgage status (e.g. refinancing, second mortgage, change of mortgage lender, etc.) must be reported to the management company with ten (10) days of the effective date.

### **B. OWNERS' RESPONSIBILITIES FOR TENANTS**

1. Owners are responsible for providing a copy of these Rules and Regulations when their units are rented or leased. Owners are required to sign a statement that verifies tenants have been provided with a copy of the Rules and Regulations when their units are rented. Copies of the Rules and Regulations are available from the management company.
2. By state law, owners are required to provide copy of the signed lease to the management company within ten (10) days of the signing. If the lease is renewed, a new signed copy must be provided within ten (10) days of its signing.
3. Owners take full responsibility for the actions of their tenants and the tenants' children.
4. Owners will be notified when a tenant is not complying with the rules.
5. Owners will be contacted when their tenants incur fines.

### **C. PARENTS' RESPONSIBILITIES**

1. Parents are responsible for the actions of their children including any damage incurred by them. This is not only decreed by the Stanton Arms Homeowners' Association, but also enforced by the Village of Arlington Heights.
2. It is the parents' responsibility to ensure that their children are aware of these rules and understand them.

### **D. RESIDENTS' RESPONSIBILITIES FOR GUESTS**

1. Residents are responsible for the actions of their guests.

## **XI) LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS**

### **A. RENTING OR LEASING OF UNITS**

1. Only Unit Owners of record on or before Sept. 16, 1994 may rent or lease their units, as defined in Article 10 – AMENDMENT TO THE DECLARATION OF STANTON ARMS. See Article 10 for full details; below is a summary:
  - a. Rental or leasing of units is prohibited except under certain conditions:

# **Stanton Arms Rules & Regulations**

1. If the Unit Owner owned the property on or before Sept. 16, 1994 the Owner is entitled to rent or lease the Lot until such time as their interest in the Lot is sold or transferred.
2. If the Unit Owner purchased the property after Sept. 16, 1994 the Board may, but is not required to, grant permission to an Owner to rent or lease for a period of not more than one (1) year.
  - a. Permission may be granted by the Board only upon written application by the Owner to the Board.
  - b. The Board shall respond to each application in writing within thirty (30) days of the submission.
  - c. All request for extension of the original lease must also be submitted to the Board in the same manner.
  - d. The Board has sole and complete discretion to approve or disapprove any Owner's application for a lease or extension of a lease.
3. Any Owner granted the right to lease as set out above must provide the Board with a copy of the lease not later than the date of occupancy of ten (10) days after the lease is signed, whichever is earlier.
4. No Unit Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes.
5. All Unit Owners who do not reside in a Unit owned by them shall provide the Board with their permanent residence address and phone number both at home and at work where there they may be reached in an emergency. Any expenses of the Board incurred in locating a Unit Owner who fails to provide such information shall be assessed to the account of that Unit Owner as a common expense.
6. Every lease shall be in writing, shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association and shall include any rider(s) to the lease.
7. The Unit Owner must submit a complete copy of the lease, renewal, sublease and completed census card to the Association Board or its duly authorized agent no later than ten (10) days after the effective date of the lease/renewal/sublease. A fine of Twenty-Five Dollars (\$25) will be assessed to the Unit Owner for failure to provide the documents within ten (10) days after the lease commences.

# Stanton Arms Rules & Regulations

8. The Unit Owner shall provide tenants with copies of the Declaration, By Laws and Rules and Regulations.
9. Tenants are required to comply with all the provision of the Declarations, By-Laws, and Rules and Regulations of Stanton Arms. The Unit Owner is responsible for payment of all expenses, fines service charges, court cost and attorney's fees incurred by the Association as a result of any violation. Owners will be notified of any violations through the procedures set forth by the Declaration, By-Laws and Rules and Regulations.

## XII) VEHICLES

### A. *BICYCLES*

1. For insurance reasons and safety, riding a bicycle within the complex is limited to common-sense rules.
2. No racing or fast riding of bicycles is permitted anywhere on the complex grounds by anyone.
3. RIDING:
  - a. Children under 8 years old are limited to driveways and sidewalks only.
  - b. Children 8 years old and over are limited to driveways only.
4. No bicycle riding on the grass areas at any time.
5. No bicycle riding is allowed between cars.
6. Parents are expected to talk to their children about bike safety.

### B. *MINIBIKES, GO-KARTS, ETC.*

1. No ridings of these vehicles are allowed on Stanton Arms property.
2. Arlington Heights Police will be called.

### C. *ROLLERBLADES/SKATEBOARDS*

1. No racing or fast riding of rollerblades or skateboards are permitted anywhere on the complex grounds.
2. No Rollerblading or skateboarding are allowed between cars or on sidewalks.

### D. *PARKING REGULATIONS*

1. All vehicles must be parked within an assigned parking space.
2. All parking spaces are assigned. There are no open spaces.
3. Violations subject to Ticketing, Towing and/or Fines:
  - a. Vehicles parked in someone else's assigned parking space
  - b. Vehicles double-parked or parked one behind the other
  - c. Vehicles parked in NO PARKING – FIRE LANE areas
  - d. Vehicles parked in the driveways
  - e. Vehicles parked on lawns or other unpaved area
  - f. Vehicles not displaying current state and local registration

# Stanton Arms Rules & Regulations

4. Any vehicles parked in a Fire Lane are subject to tow by the current towing company and/or ticketing by the Arlington Heights Police Department.
5. Owners and renters are expected to keep their spaces clean of debris, and garbage should be disposed of properly.
6. Cars parked without permission in an assigned parking space will be towed away at the owner's expense – No Exceptions!
  - a. The towing charge is \$105 as of June 1, 2001. Towing charge is subject to change per Towing Co.
  - b. Only Board members are authorized to call our towing service to have the vehicle removed.
  - c. Residents are responsible for informing their guests of these rules.
7. In the event of unforeseen circumstances (e.g. snowfall, pavement repairs, etc.), the Board reserves the right to remove any vehicle

## **E. HOW TO GET A CAR TICKETED AND/OR TOWED**

1. If a car is parked in a posted Fire Zone, it can be ticketed by the police and/or towed away. For cars parked in a Fire Zone:
  - a. Note the brand of car, color and license plate number.
  - b. Call 9-1-1 and give the operator the information on the car and where it's parked. The police will not need to visit you at your house; they will ticket the car and leave.
2. If a car is parked in your parking space without permission, you can have it towed away. For cars parked in your parking space without permission.
  - a. Note the brand of car, color and license plate number.
  - b. Call any Stanton Arms board member. They will call our towing company to have the car removed.

## **F. VEHICLE REPAIRS ON PROPERTY**

1. No major vehicle repairs are allowed on the Stanton Arms property.
  - a. Rebuilding of transmissions or engines, etc.
  - b. Refinishing or spray-painting of any type of vehicle.
2. No vehicles are allowed to be left on jacks, jack stands or any type of lift system overnight.
3. Oil Changes:
  - a. Dumping oil into any sewers or on the ground violates EPA rules and regulations. Strict fines from the EPA will be brought against violators.
  - b. Do not place oil in Dumpsters. Local service stations, quick-lube stations and recycling centers will accept used oil.

# Stanton Arms Rules & Regulations

## XIII) WASTE DISPOSAL

### A. *DISPOSAL OF ITEMS IN TOILETS*

1. Items such as sanitary napkins, paper towels, diapers, etc. are not to be flushed down the toilets. In the past, these items have:
  - a. Clogged pipes
  - b. Created backups in the basements and sewer systems
  - c. Cost everyone money
2. These items do not dissolve in water.

### B. *DUMPSTER & DISPOSAL OF GARBAGE*

1. The Arlington Heights Health Department garbage ordinance is very clear & specific:

“ All garbage must be thoroughly drained and wrapped securely or bagged in waterproof bags. Other refuse shall be securely bound or boxed in such a manner as may be necessary to prevent scattering by the wind.” (1987)
2. All garbage is to be placed in the dumpster, not next to it or on top of it.
3. All paper cartons should be flattened and tied before placing into the dumpster.
4. Refuse of any kind is not to be left outside anywhere or at any time.
5. The Association is not responsible for having large items picked up. You must make arrangements for them to be removed.
6. Parents are responsible for the actions of their children. Please instruct your children about the importance of maintaining the common ground areas and placing garbage into the dumpsters, not next to it or on top. Anyone found littering the grounds would be liable. Children disposing of garbage must be able to reach and lift the dumpster lid.
7. Recycling containers are available next to the dumpster area for disposing of recyclable newspaper, plastics and other items. Acceptable recyclable materials are listed on the lids of the recycling containers.

### C. *HOW TO GET RID OF ANY OLD APPLIANCE*

1. Waste contractors do not automatically pick up appliances when they empty the dumpster. Simple leaving old appliances in back will not make them disappear, and may result in fines. Determine how you will get rid of the appliance before dragging it out of the dumpster area.
2. Notify the management company or a Board member first if you have any questions or problems. You have several options:
  - a. Ask you retailer if they will take your old appliance with them when they deliver your new one. Many will do this at no charge.
  - b. Contact appliance haul-away companies and arrange to have it picked up. You can find several listed in the Yellow Pages. (Some may charge a fee for this service.
  - c. If all else fails, contact the management company. They will arrange for a pickup and the charge will be passed on to you.

# Stanton Arms Rules & Regulations

3. If the appliance is in working order, you may be able to donate it to a charitable organization. Local churches may be able to suggest recipients.
4. Call the Village of Arlington Heights (847) 368-5000 if you have any sports or health-related equipment to donate. They will contact an appropriate organization within the village to have the items picked up free of charge. Ask if a "Letter of Donation" can be sent to you for income tax purposes.
5. \$25 fines plus any incurred charges will be levied against units when a renter or homeowner does not call a pickup company to remove their larger garbage items.

## **D. LITTERING**

1. Littering is not permitted
2. Parents: Please talk to your children about not littering anywhere on the complex grounds and not throwing items into the sewers. You are responsible for their actions.
3. Please use common sense when you see litter on the complex grounds. It takes only a second to pick up any litter you may see around your unit or car and dispose of it properly. Stanton Arms is our complex and we are all responsible for pitching in and helping. Set a positive example for children in the complex – they learn by example and role models.

## **XIV) FINES & OTHER CHARGES**

### **A. FINES & OTHER CHARGES**

1. All rules and regulations of the Stanton Arms Homeowners' Association will be strictly enforced. Any violation of these rules and regulations will result in a twenty-five dollar (\$25.00) fine per occurrence, per 24 hour period when applicable, plus the cost of any damage done to the common property of the complex.
2. Any legal fees, court cost, services charges or additional charges incurred in the enforcement of these rules will be the responsibility of the owner.

## **XV) MODIFICATION OF RULES & REGULATIONS**

### **A. MODIFICATION OF RULES & REGULATIONS**

1. Anyone wishing to make changes to these rules and regulations should submit a proposal in writing to:  
W.L. Seymour, Inc.  
800 E. Northwest Highway, Suite 120  
Palatine, IL 60067-6595
3. All submissions will be considered and voted on by the Board.
4. A two-thirds vote of the Board is required to incorporate the proposal.
5. As tenants of rental units cannot act as agents of their landlords, all requests must originate from the landlord