

# **VIEWPOINTE HOA / RULES AND REGULATIONS**

*Revised May 2004*

## **PURPOSE**

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*ViewPointe is a community of single-family homes that includes common areas for the mutual enjoyment and use of residents and their guests. Residents want a nice place to live and hope to enjoy an increase in the value of their properties. These rules and regulations are intended to encourage effective community functioning, as well as maintain or enhance aesthetics, safety, resident interactions, and increase property values.*

## **EXISTING REQUIREMENTS**

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*Many of the rules and regulations contained in this document are based on existing requirements that already pertain to our community. They are repeated here, and where appropriate, their content has been distilled and simplified. The goal is to provide a single place to find many of the “do’s” and “don’ts,” in an understandable fashion that will encourage each of us to be a good neighbor in the ViewPointe community. Where existing rules have been cited, the reader is invited to examine the original text. If alternate interpretations seem plausible, please forward your suggestions to the homeowner’s association board for consideration.*

## **ABBREVIATIONS**

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|--------------------|--|
| <i>Association</i> | <i>ViewPointe in Saint Charles Homeowners Association</i>            |
| <i>Board</i>       | <i>ViewPointe in Saint Charles Homeowners Association Board</i>      |
| <i>FCC</i>         | <i>Federal Communications Commission</i>                             |
| <i>Owner</i>       | <i>Owner of a ViewPointe residence (unless otherwise referenced)</i> |
| <i>SCCC</i>        | <i>Saint Charles City Code</i>                                       |
| <i>VPBL</i>        | <i>ViewPointe By-Laws</i>  |
| <i>VPD</i>         | <i>ViewPointe Declarations</i>                                       |

## **ASSESSMENTS**

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- 1. Owners are expected to pay their monthly assessments on the first day of each month.*
- 2. If an assessment is not paid by the sixteenth day of the month, a late fee of \$25 will be charged to the owner's account.*

- a. *Additional late fees of \$25 per month will be charged on the sixteenth day of each subsequent month that passes without the assessment being paid.*
3. *If the assessment (and accrued penalties) remains unpaid by the sixteenth day of the second month, the matter will be referred to the association's attorney for collection. The owner will be sent a notice of intent to file a "forcible entry and detainer action" (eviction), as well as the recording of a lien. This notice will provide the date on which these actions will take place unless the owner pays the assessment, accrued penalties, and associated legal fees.*
4. *If the owner does not make payment as indicated in #3 above, the association's attorney will issue a "Thirty Day Notice and Demand for Possession" in accordance with the "Illinois Forcible Entry and Detainer Act." This notice will give the owner thirty days in which to bring their account current. Once this notice has been mailed and thirty days have past, the board can file an eviction action against the owner.*
5. *Once the owner has been removed, the board may rent the home to a third party tenant and collect rent in an effort to reduce the debt owed to the association.*
6. *Reference - Illinois Code of Civil Procedure and Illinois Condominium Property Act.*
7. *All court costs, late fees, attorney's fees, etc. will be assessed back to the delinquent owner.*
8. *The board would consider exceptions to #2 through #4 above on a case-by-case basis.*

## ***ANNUAL BUDGETS***

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1. *In the final quarter of each calendar year, the board will review relevant financial information in order to prepare a budget for the following year.*
2. *On or before January First of each year, the board will execute the new budget for that calendar year. Each owner will be mailed a copy of the new budget at least 10 days prior to its adoption by the board.*
3. *In the event the association does not have adequate operating capital, the board may adopt a supplemental budget and/or levy a special assessment.*
4. *Each year, the board will establish a reasonable reserve amount in accordance with the adopted reserve study.*

## **MAINTENANCE**

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1. *The association is responsible for maintaining the common areas as a community expense.*
  - a. *Specifically included are landscaping (e.g., trees, shrubs, and grass), ViewPointe Drive, curbs, retention walls, fences, detention areas, sidewalks, street lights, entry monuments, community mailboxes, storm sewers, and community signs. Where it is reasonable and appropriate, the board may chose to remove and/or replace items in common areas, rather than attempt to maintain them (e.g., dead trees). Reference VPD\_3.05(a)*
  
2. *The association is responsible for grass cutting and maintaining asphalt driveways as a community expense.*
  - a. *Driveway maintenance only applies to asphalt driveways and includes seal coating, repair, and replacement. The association is not responsible for maintaining driveways constructed of materials other than asphalt. Reference VPD\_3.05(b)*
  
3. *The association is responsible for the removal of snow from ViewPointe Drive, guest parking areas, driveways, sidewalks, stoops, mailboxes, and fire hydrants as a community expense. Snow removal will commence upon two inches of accumulation.*
  - a. *The snow removal contractor will make a reasonable effort to remove snow from the areas listed above. However, it is impractical to remove snow from around parked vehicles. The ideal situation would be to have no vehicles parked on ViewPointe Drive, guest parking areas, or driveways during plowing. Since the community appears to have more vehicles than garage space, a scheme is needed to regain the greatest vehicular mobility in the shortest time following a snowfall.*
  
  - b. *First move vehicles off of ViewPointe Drive. Plows can then clear the street first.*
  
  - c. *Second move vehicles from driveways to ViewPointe Drive. Plows can then clear driveways.*
  
  - d. *Third move vehicles from guest parking areas. Plows can clear guest areas last.*
  
  - e. *When moving and parking vehicles, consider and avoid the paths that the plow will likely follow.*



*result in the board undertaking all necessary repairs, maintenance, or restoration at the owner's expense. All expenses incurred by the board will be assessed to the owner's account.*

6. *If an owner causes damage to a common area or lot, that owner is responsible to pay for any necessary maintenance, repairs, or replacements. Reference VPD\_3.07*

## **MODIFICATIONS**

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1. *Owners planning modifications that may alter the external appearance of their houses must submit a modification request to the management company (see attached form). Work may not proceed until written approval is received from the board.*
  - a. *Applications should be accompanied by a complete description of the work, together with any appropriate sketches or catalog illustrations. Replacement or repair of original construction or landscaping with identical or in-kind materials does not require application or approval of the board. If there is any doubt, contact the management company. The requester will be notified in writing of the board's decision. Failure of the board to respond within 60 days after submission of the application may be construed as approval, and the applicant may proceed with the project. The board may inspect completed work to assure adherence with requirements.*
  - b. *If the requester proceeds with a modification without submitting a modification request, or upon submitting a modification request prior to board approval or without waiting for the passage of 60 days, the requester assumes a risk that the board may deny the modification. In such a case the requester will be required to alter the modification in a way that is acceptable to the board at the requester's expense.*
  - c. *Exception – modification requests are not required for alterations to plantings that will affect no more than 20% of a front yard or 20% of a back yard in one year. "Alterations" are collectively considered to be additions, removals, and not in-kind substitutions/replacements. Areas of modifications are calculated using the maximum horizontal dimensions projected onto the yard surface (e.g., maximum branch dimensions for tree). Front and back yard areas are calculated using full lot widths and depths at the front and back of the house, respectively.*
2. *Owners planning modifications to their houses and/or lots are expected to comply with Saint Charles City Code 15.101 regarding buildings and*

construction.

- a. *Most modifications involving structural components or utilities will require a building permit from the City of Saint Charles. Specifically excluded are ordinary repairs not exceeding \$100 in a 12-month period, as long as they do not affect structural components, utilities, or other safety-related items. Specifically included are additions, alterations, or replacements to residences. These include roofing, siding, soffits, fascia, windows, decks, air conditioning, furnaces, water heaters, sewer/water systems, lawn sprinklers, and low-voltage electrical systems (e.g., for lighting or fountains). The charge for most residential permits is \$25 to \$100. It is best to contact the Saint Charles Building Commissioner early in the process of planning a modification.*
3. *Modifications to the ground surface must be done in a way that minimizes potential adverse impacts of water runoff.*
    - a. *Changes to the shape or absorptive properties of the ground surface can affect the management of storm water runoff and melted snow. Modification of the surface topography or installation of decorative surface features can alter the speed, direction, and/or absorption of water. This can result in increased soil erosion, basement flooding, and pooling/freezing of water in undesirable locations. In addition, ViewPointe is a Planned Unit Development (PUD). As such, the flow of storm water has been engineered for the community as a whole, and local changes may violate the conditions of that agreement. Any owner who causes damage to a common area or lot is responsible to pay for necessary maintenance, repairs, or replacements. This applies to PUD drainage violations as well as flood damage that can result from ground surface changes. Changes that can adversely affect water runoff patterns include additions, removals, or modifications to patios, driveways, and/or landscaping.*
4. *Modifications must not extend beyond the boundaries of an owner's lot. This restriction applies to all adjacent properties, regardless of ownership (personal or community).*
    - a. *If a modification is found to extend beyond the boundaries of an owner's lot, that owner is responsible for all costs required to restore those portions beyond the boundary to its previous condition. Costs may include those associated with professional survey(s) as well as those for legal representation for affected parties.*
5. *If subsoil activity will occur anywhere in the ViewPointe community, the requester must make sure that J.U.L.I.E. is contacted to locate utilities*

- prior to the start of work.*
- a. Take care when digging to avoid damage to buried utilities. Communication cables, in particular, are buried close to the surface and their pathways can be unpredictable. The greatest potential for damage is associated with the use of powered digging equipment.*
  - 6. No alterations, additions or improvements may be made to a common area without the prior approval of the board. Reference VPD\_3.06*
  - 7. No fence of any type or material is permitted on any lot. Reference VPD\_8.02*
  - 8. No temporary structure, outbuilding, or storage shed may be constructed and/or installed anywhere in the community.*
  - 9. No antenna, radio receiver, satellite dish or similar apparatus may be installed anywhere in the community.*
    - a. Exception - satellite dishes eighteen inches or less in diameter may be installed on the exterior of a home as long as they are not visible from the front of that home. Reference VPD\_8.03*
    - b. Exception - if it is impossible to obtain satisfactory television reception with a satellite dish not visible from the front of a home, it may be placed in the least conspicuous location that provides satisfactory reception. Reference FCC\_47 CFR 1.4000 (Over-the-Air-Reception Devices "OTARD")*
  - 10. No live tree of six inches or more in diameter may be removed from any lot except as permitted by an approved City of Saint Charles Tree Preservation Plan. Reference SCCC\_8.30.040(1.)*

## **PARKING**

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- 1. Do not park in a manner that would limit the passage of a fire truck through ViewPointe Drive.*
  - a. This restriction will limit vehicle parking to one side of the street or the other. Two vehicles parked directly across the street from each other will almost never leave enough space for a fire truck to pass through. Drivers of emergency vehicles will, if necessary, push vehicles out of the way to gain access to the emergency scene without regard (or necessarily responsibility) for any resulting damage. Alternate-side zig-zag parking is permitted as long as sufficient space remains for the passage of a fire truck.*



## ***ANIMALS***

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1. *Animals must be restrained by a substantial mechanical device (e.g., leash or chain) and under the direct supervision and immediate control of a competent person whenever they are not on the owner's premises. Reference SCCC\_6.12.010*
2. *Resident pet behavior must not interrupt or interfere with activities taking place within the ViewPointe community.*
3. *Owners must immediately clean up excreta deposited by their pet(s). Reference SCCC\_6.12.050*
  - a. *The City of Saint Charles may fine...any person violating any provision of this [requirement] ...not less than five dollars nor more than five hundred dollars for each offense. Reference SCCC\_6.08.100*
  - b. *If a pet owner does not immediately clean up excreta deposited by their pet(s) anywhere within the ViewPointe community, the board may have the landscape contractor to clean up the excreta at the pet owner's expense.*
4. *No animal of any kind may be raised, bred, or kept in the community area. Reference VPD\_8.07*

## **ANNOYANCES**

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1. *No noxious or offensive activity may be carried out within the community.
  - a. *In particular, no activity may be carried out, either willfully or negligently, which may be or become an annoyance or nuisance to the residents. Reference VPD\_8.08**
2. *Noise or sounds must not be made of such volume or of such a nature as to cause annoyance to residents. Reference SCCC\_9.24.010(A.)*
3. *No clothes, sheets, blankets, or laundry of any kind or other articles may be hung outside anywhere in the community. Reference VPD\_8.02*
4. *All premises must be kept free of waste, rubbish, debris, and other unsightly materials. Reference VPD\_8.02*
5. *Community areas may not be obstructed. Reference VPD\_8.06*
6. *Nothing may be stored in the community area without the prior written consent of the board. Reference VPD\_8.06*
7. *Residents planning to use a common area for a social activity may wish to submit a “common area activity request form” to the management company (see attached). This may be especially worthwhile for activities that could result in complaints or other problems.
  - a. *Review and approval of the activity by the board will afford a level of protection for the sponsoring residents against any subsequent complaints or other problems. The activity should not proceed until written approval is received from the board. Failure of the board to respond within 30 days after submission of the application may be construed as approval. If the activity sponsor(s) proceeds with the activity without submitting an activity request, or upon submitting an activity request, but prior to board approval or without waiting for the passage of 30 days, the sponsor(s) risks loss of board support in the event of complaints or other problems. If there is any doubt, contact the management company for clarification.**
8. *All waste containers must be placed in a manner readily accessible for collection at the street, no earlier than 7:00 pm., on the day preceding the day on which collection is scheduled. Empty containers must be removed from the curb no later than 7:00 pm. on the day of collection. Reference SCCC\_8.24.030(A.)(1.)(b.)*
9. *Except for the day of waste collection and the times specified in #7 above, waste containers must not be visible from the front of the home.*

- a. *Most residents store their waste containers in their garages.*

## **COMMERCE**

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1. *No industry, business, trade, occupation or profession is permitted anywhere in the community and homes may only be used as residences.*
  - a. *Exceptions - owners may (i) maintain a personal professional library, (ii) keep personal business records, or (iii) conduct personal business communications via phone, the Internet, or written correspondence. Reference VPD\_8.04*
2. *No business, licensed or not, may be conducted or operated as to amount to a nuisance. Reference SCCC\_5.04.130*

## **ENFORCEMENT**

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1. *Residents or the management company may report violations of laws, Saint Charles City Codes, ViewPointe Declarations, ViewPointe By-Laws, or ViewPointe Rules and Regulations.*
  - a. *Violations of laws or Saint Charles City Codes should be reported to the appropriate legal authority. Violations of ViewPointe requirements should be reported to the management company using the "Violation Report Form" (see attached).*
2. *Where a violation of a ViewPointe requirement clearly exists, a Notice of Violation will be sent to the owner.*
  - a. *In most cases, the management company will send the Notice of Violation to the owner. However, in cases of serious violations or contentious interactions, the association's attorney may be tasked with sending the notice. With rental properties, the Notice of Violation will be sent to the owner, who will be held responsible for the actions of his/her tenant. In addition to describing the violation and any requirements for correction, the communication will notify owners when the management company has been required to take action to remedy the situation resulting from the violation. This will generally involve employing a contractor to perform some task of clean up, repair, maintenance, or removal. The Notice of Violation will list the costs of the action and related administrative fees that will be billed to the owner. Whether or not the owner responds to the Notice of Violation, they will receive a Notice of Determination describing the board's disposition of the issue, remedies for the violation, and fines and other charges billed to the owner's account.*

3. *Fines are to be determined by the board on a case-by-case basis.*
  - a. *Normally, a fine will not be levied along with the initial Notice of Violation. On the other hand, repeat offenses may carry escalating fines.*
4. *Upon prolonged or repeated violation of a ViewPointe requirement, the matter may be forwarded to the association's attorney for appropriate legal action.*
5. *If an owner believes that they have been wrongfully charged with a violation, they may submit a written protest to the board via the management company.*
  - a. *The management company must receive the protest letter within 14 days of sending the notification to the owner. The letter must state why the owner believes that they have not committed a violation. Should no protest letter be received within the 14-day period, the allegations in the notice will be considered true. In this case, the board will send the owner a Notice of Determination describing the board's disposition of the issue, remedies for the violation, and fines and other charges billed to the owner's account. Should a protest be filed, a hearing on the matter will be held before the board no later than the next scheduled board meeting, or within six weeks after receipt of the written protest, whichever is longer. At the time of the hearing, the board will consider all arguments, evidence, and statements regarding the alleged violation. Upon completion of the hearing, the board will state its determination regarding the alleged violation. The decision of the board is final and binding on the owner. Payments of the charges do not become due until the board has provided written Notice of Determination to the owner.*
  - b. *If an owner wishes to seek an exception from ViewPointe's Rules and Regulations, they should submit a written request to the board via the management company.*
  - c. *Situations will arise for which compliance with the Rules and Regulations contradicts their stated purpose (see PURPOSE above). Since the board controls the content of the Rules and Regulations, it also has the authority to grant exceptions to them. HOWEVER, the board cannot waive any of ViewPointe's Declarations or By-Laws, unless this authority has been specifically granted within these documents. Similarly, the board cannot waive any federal, state, or local government requirements. Exceptions should be sought in a letter to the management company. The request letter must contain the following items:*
    - i. *Identification of the applicable rule or regulation.*

- ii. Explanation of why the exception is being sought.*
- iii. Explanation of how the stated purpose of the Rules and Regulations would be served by allowing the exception.*
- iv. If at all possible, the request should be submitted well before the time that the exception is needed. The requester will be notified in writing of the board's decision. Failure of the board to respond within 60 days after submission of the request may be construed as approval.*

**VIEWPOINTE IN ST. CHARLES ASSOCIATION  
RULES & REGULATIONS COMMITTEE  
MODIFICATION REQUEST**

This request is submitted for approval to the Rules & Regulations Committee. I understand that final approval may take 60 days from the submission of a complete and properly prepared request.

I am requesting permission for the following modification that may alter the external appearance of my home and/or lot.

I have attached a complete description of the work, together with any appropriate sketches, samples or catalog illustrations.

Signature: \_\_\_\_\_ Address: \_\_\_\_\_ Viewpointe Dr

Printed name: \_\_\_\_\_ Phone number: \_\_\_\_\_  
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The Rules & Regulations Committee has reviewed the submitted plans.

/\_\_/\_ Approval has been granted for the use and location only. Approval does not constitute any review or approval as to the adequacy or sufficiency of the design of the structure itself. You must also comply with all State and local rules and regulations. A building permit may be necessary from the City of St. Charles. For your own protection, the Committee suggests that you obtain a certificate of insurance and contractor's license number (if applicable) from your contractor. Don't Forget to Call JULIE Before You Dig!!

/\_\_/\_ The following additional condition(s) shall also apply.

/\_\_/\_ Your plans cannot be approved at this time for the following reason(s).

/\_\_/\_ Please resubmit the plans with the following revision(s)

APPROVAL:  
Rules & Regulations Committee \_\_\_\_\_ Date: \_\_\_\_\_

Return form to:  
VANGUARD COMMUNITY MANAGEMENT, INC.  
Attention - Laurie Zimmerman  
1251 North Plum Grove Rd., Suite 140  
Schaumburg, IL 60173

847-490-3833 phone  
847-490-9807 fax

**VIEWPOINTE IN ST. CHARLES ASSOCIATION  
VIOLATION REPORT**

TO: VANGUARD COMMUNITY MANAGEMENT, INC.  
1251 North Plum Grove Rd., Suite 140  
Schaumburg, IL 60173

RE: **VIOLATION**

I have observed and am reporting a violation that has been committed by the following individual:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Viewpointe Dr

On \_\_\_\_\_(date), I personally observed the above-described homeowner doing the following:

I am willing to attend a hearing and to testify to the above, if the violator requests such hearing.

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Address: \_\_\_\_\_ Viewpointe Dr

Phone number: \_\_\_\_\_

**VIEWPOINTE IN ST. CHARLES ASSOCIATION  
RULES & REGULATIONS COMMITTEE  
COMMON AREA ACTIVITY REQUEST**

This request is submitted for approval to the Rules & Regulations Committee. I understand that final approval may take 30 days from the submission of a request.

I am requesting permission for the following activity that would take place in a ViewPointe common area.

I have attached a description of the activity, together with any appropriate sketches, samples, or catalog illustrations.

Signature: \_\_\_\_\_ Address: \_\_\_\_\_ Viewpointe Dr

Printed name: \_\_\_\_\_ Phone number: \_\_\_\_\_

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The Rules & Regulations Committee has reviewed the submitted proposal.

/\_\_/\_ Approval has been granted for the use and location only. Approval does not constitute any review or approval as to the adequacy or sufficiency of any materials or equipment intended to be used in the activity. For your own protection, we suggest that you obtain a certificate of insurance from any organizations that you hire to support your activity.

/\_\_/\_ The following additional condition(s) shall also apply.

/\_\_/\_ Your activity cannot be approved at this time for the following reason(s).

/\_\_/\_ Please resubmit the plans for your activity with the following revision(s)

APPROVAL:  
Rules & Regulations Committee \_\_\_\_\_ Date: \_\_\_\_\_

Return form to:

VANGUARD COMMUNITY MANAGEMENT, INC.  
Attention - Laurie Zimmerman  
1251 North Plum Grove Rd., Suite 140  
Schaumburg, IL 60173

847-490-3833 phone  
847-490-9807 fax