



RULES AND REGULATIONS
of
LIBERTY PARK HOMEOWNERS ASSOCIATION
A NOT-FOR-PROFIT ORGANIZATION
Chartered by the State of Illinois
July 22, 1938

Revised
March 2019

LIBERTY PARK HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
Revised August 2017

ARTICLE 1 GENERAL

TURNING ON WATER SUPPLY: The water supply line serving any property shall not be turned on by anyone other than the LPHOA representative or other agents duly authorized by the LPHOA. No water shall be turned on for service until the LPHOA has certified that the water supply line to the building complies with the LPHOA RULES AND REGULATIONS.

WATER SUPPLY: No water shall be furnished by a user to any other premises or buildings except in case of emergency AND with the approval of the LPHOA.

TAMPERING PROHIBITED: It shall be unlawful for any person not authorized by the LPHOA to connect to, tamper with, alter, operate or injure any part of the waterworks or supply system, or any water meter. Tampering shall include, but not be limited to the following:

- a) No seal affixed by the LPHOA to any meter, valve fitting, or other water connection shall be removed, defaced or broken.
- b) No person, other than a member of the fire department or LPHOA Board, shall open or use the water from any fire hydrant unless authorized to do so by the LPHOA.
- c) It shall be unlawful for any person to tamper with, or interfere with the proper registration of water meters.
- d) Any person who while performing or authorizing work which violates these provisions shall be subject to penalty, and held liable to pay for whatever water is used or damage done.

OUTSIDE WATER USE REGULATIONS: During the period between May 15 – September 15, or as otherwise specified by the LPHOA Board of Directors, the sprinkling of lawns and gardens, or ANY outside water usage shall be limited.

LPHOA encourages residents of 1st Addition to LIBERTY PARK, east of Washington Street on private wells, to observe LPHOA Outside Water Use Rules and thus join in the preservation of our groundwater supply.

BACK-FLOW PROTECTION: All plumbing in LIBERTY PARK must conform to the Illinois Department of Public Health Plumbing Code: 77 Ill., Section 890.1510 and the Illinois Pollution Control Board Regulations, 35 Ill. Adm. Code 607.104, et seq..

All structures shall be equipped with backflow prevention devices designed to protect the public water supply from contamination. These devices shall be approved by the LPHOA.

FIRE HYDRANTS: Only members of the fire department and properly trained LPHOA personnel are to use the fire hydrants. The training shall include instruction in the proper method of opening, closing and draining/flushing the hydrant and proper use of caps to prevent foreign objects from entering the hydrant body and proper drainage to prevent freezing.

RIGHT OF ENTRY: LPHOA shall have the right to ingress to any property served by the waterworks system for the purpose of reading water meters or for the purpose of making inspections and repairs in order to maintain the waterworks system in good condition and to provide for the protection of the system and efficient management thereof. Where inspections and repairs are not an immediate or urgent nature, LPHOA shall arrange for appointments mutually convenient to the owners or occupants of the property served and the ASSOCIATION.

ARTICLE 11 Connections:

DuPage County Health law prevents sinking a private well if a public supply of water exists nearby.

SERVICE PIPES: Installation of service connections shall be under the supervision of the LPHOA.

WATER SERVICE CONNECTION DEFINED: A water service connection shall consist of a service pipe extending from the water main to and including a Mueller valve on the B Box.

WATER SERVICE "EXTENSION" DEFINED: A water service extension is the service line from and including the B Box sleeve to the premises being served.

CONNECTION AND EXTENSION PERMIT: When installation, removal or repair of a water service connection or a water service extension is necessary, permission must be obtained from the LPHOA subject to current LPHOA fees.

PERSONS AUTHORIZED TO MAKE CONNECTIONS: All water service connections shall be made by licensed contractors approved by the LPHOA and tested prior to back filling in the presence of LPHOA and must satisfy all requirements.

INSTALLATION OF SERVICE CONNECTION: Service connections crossing under any roadway must be accomplished by auguring or pushing. No open cutting of streets permitted except under unusual conditions. Permission must then be obtained from the Township Supervisor, Department of Highways. It shall be the responsibility of the contractor making the open cut to make all necessary repairs at their expense.

WATER SERVICE PIPE SPECIFICATIONS: The minimum size of water service connections to the LPHOA Public Water System shall be one (1) inch. Water Service connections smaller than four (4) inches in diameter shall be Type "K" copper pipe. Water connections four (4) inches in diameter shall be ductile iron pipe watermain and shall comply with all specifications for watermains.

WATER SERVICE “EXTENSION” PIPE SPECIFICATIONS: One (1) inch water service extensions accomplished with Type “K” copper shall be one-piece continuous conduits, with no intermediate couplings between the roadway ground key stop and the water shut off valve located within the interior of the structure. Connections between copper pipe and corporation stops and roadway ground key stops can be made with either flared joints or compression couplings.

The corporation stop shall be Mueller Company H-1500 Ori-seal and shall be installed by tapping machine. The tap shall be made in the upper third of the main as close to a forty-five degree angle with the horizontal axis as is practical. A tap into the top of the main will not be permitted. All taps shall have a minimum of two foot separation. The roadway ground key stop shall be Mueller Company H-15154 Mark 11 Ori-seal having a Minneapolis pattern thread.

WATER SERVICE TO BE TESTED: Each service connection shall be tested prior to back filling in the presence of LPHOA, shall show NO signs of leakage under FULL water pressure and shall satisfy all LPHOA/EPA/DuPage county requirements. Tap in ground area must be restored.

PROXIMITY OF SERVICE TO SEWER LINE: Installation of a water service extension in the same trench as a sanitary sewer will not be allowed. EPA requires wherever possible, a water service shall be laid at least ten (10) feet horizontally from any storm sewer. Any water service that crosses over any sewer or drain tile must maintain an eighteen (18) inch vertical separation for a distance of ten (10) feet on both sides of the sewer. Backfill between the sewer pipe and water service shall be with compacted granular material for the full width of the trench and a minimum distance of four (4) feet on both sides of the sewer.

LOCATION AND INSTALLATION OF B BOX: The B Box location shall be approximately fifteen (15) feet from edge of road; 7 ½ feet from property line and 5 feet in depth. IT MUST NOT BE PUT IN THE DRIVEWAY.

MAINTENANCE OF EXTENSIONS: Water service extensions shall be maintained at the expense of the owner of the property served. Any leaks or defects in water service extensions shall be repaired within five (5) working days by a licensed water contractor or as mutually agreed to by property owner and LPHOA. If leaks develop in an existing service extension not meeting the requirements of the LPHOA, the service shall be replaced with a line that does meet such requirements.

FAILURE TO REPAIR: In case any leak in a water service extension is not repaired within the agreed time limit, the water supply shall be shut off and not turned on again until such leak has been repaired and any expense incurred by the LPHOA in connection therewith has been paid by the property owner. Forfeiture of security deposit is imposed.

RECONSTRUCTION OF EXISTING CONNECTIONS: Where an existing property is served by a water service connection extending past adjacent property, such service connection shall be reconstructed at the sole expense of the owner of the property served by such service connection.

DISCONTINUANCE OF EXISTING SERVICE: When necessary to discontinue or remove the existing service, it shall be done under LPHOA Permit, at the sole owner’s expense, and current fee regulations.

LIABILITY: LPHOA shall not be liable for any damage caused by a leak or break in any service pipe.

COMMERCIAL CONTRACTS AND DEPOSITS: All contracts for furnishing water service shall be completed on forms furnished by the LPHOA and signed by the Trust Officer (if required) or property owner to be billed for such service. The contract will be recorded with the DuPage County Recorder of Deeds. Each contract shall be accompanied by a cash deposit to guarantee payment of the assessment and any other charges/fees/assessments required. In case of default in payment of any charge made by the Association in connection with furnishing water, the Association may apply the deposit or so much thereof as may be necessary to pay the amount due the Association.

Upon change of ownership of commercial water users, written notice of new ownership and full payment of any assessment due is required. No sale, transfer, or assignment of contract or any right thereunder shall be made by the property owner without prior consent of the LPHOA. A final meter reading fee will be assessed. The Security Deposit will be refunded upon request after full payment of final water service fees. A turn-on service fee will be assessed the new owner.

FEES/BALANCE DUE – NEW OWNERS/BUYERS: The obligation of the attorney of the buyer is to bring down and pro-rate all bills at time of closing on the property. If this is not done, buyer is responsible for the entire outstanding assessment balance due which must be paid in full or water service will be terminated.

DELINQUENCY: A member becomes delinquent when he fails to pay the maintenance assessment BEFORE the 15th of the second month of the quarter being assessed. The gross amount is due upon receipt of assessment. The Treasurer shall stamp “delinquent” on all assessments of accounts showing one (1) quarter past due. A letter of delinquency including notice of impending shut-off shall be sent when an account is two (2) quarters in arrears. A B Box Inspection will be ordered. If payment is not received within the LPHOA designated time span, the water service shall be shut-off and the DuPage County Health Department notified. If water service is terminated, member must pay minimum turn off/on fee and/or actual cost incurred before service is restored. The Vice-President may authorize the placement of a lien against the property for the full amount of the ASSESSMENT, penalties, court costs, attorney’s fees, and any other costs. A security deposit will be required. Once the delinquent shut-off procedure (letter) has begun, a service charge will be assessed.

MEMBER OWNER, TENANT, OCCUPANT: The owner/LPHOA member shall be the responsible person to be billed the water maintenance assessment. A security deposit is necessary when there is a default in the payment of any LPHOA fee.

ARTICLE III Assessments:

CLASSES OF SERVICE:

- 1) Single Family – Non-metered minimum assessment

- 2) Multi-Family – Structures containing up to three (3) apartments or flats shall pay minimum assessment for each unit. The owner/member is totally responsible for the maintenance assessment.

Structures containing four (4) or more apartments/flats shall be metered with a minimum meter assessment for each unit. If the metered water consumed is in excess of the total water meter minimum, the assessment shall be in its entirety applicable to the rate for that particular bracket of water use without further consideration to the number of units connected.

- 3) Commercial – Metered assessment, Contract

MAINTENANCE ASSESSMENT: For a residential property owner/user, the maintenance assessment shall be \$100.00 gross quarterly due on the 1st day of each quarter plus a 10% late fee on unpaid balance if not paid before the 15th of the second month billed. Billing will be on a calendar basis.

METER WATER/MAINTENANCE ASSESSMENT: Due upon receipt
Quarterly Minimum/Unit - \$85.00

4.25/thousand gallons

10% Late fee

If the maintenance assessment is not paid within the time designated by the LPHOA, the service will be terminated and the DuPage County Health Department notified. The service will not be reinstated until all past due amounts including penalties are paid in full together with a minimum reinstatement fee and/or costs incurred for reinstating such service.

TAP-IN AND CONNECTION ASSESSMENT:

METERS AND ASSESSMENTS: Rockwell Meters purchased from Water Products, Aurora.
Installed: Commercial – Summer 1977

LPHOA Account No.	203	310 Ogden	1 ½ inch meter, 10 units
Replaced 1985	135	318 Ogden	1 inch Line, ¾ inch meter, 2 units
Replaced 1986	335	322 Ogden	1 inch Line, ¾ inch meter
	307	204 Ogden	1 inch meter, 3 units
	202	216 Ogden	¾ inch meter
	163	4109 Williams	1 ½ inch Line, ¾ inch meter

All meters are used in conjunction with commercial or multi-family users.

Each user shall be required to replace said meter from time to time at the sole expense (costs plus labor) to the property owner. Said period of replacement shall be determined by the Association according to the standards set by the meter manufacturer and done by LPHOA approved licensed plumber.

The Association or its agents, while in the process of working on or replacing a water meter shall not be held liable for damage to shut-off valves or interior plumbing.

Water meters shall be located in such a position so as to afford easy access for inspection and reading. It shall be the obligation of the owner of the premises, the occupant and user of the water service to preserve and protect such meter from any damage, ie. freezing, excessive heat, mechanical injury, and theft. The owner of the premises, the occupant and the user of the service shall be jointly and severally liable to pay the costs of repairing or replacing a meter if damaged or missing.

The Association shall read the meters at such times as are necessary for the assessments to be sent out at the proper time. If the meter reader is unable to gain access to the meter, a card will be left for the water user to fill in and return to LPHOA. Every water meter must be read by the LPHOA at least once each fiscal year.

ARTICLE IV Water Conservation: Water Use

Water users are required to conserve water and limit water use to the lowest practical amount in all aspects of the water service.

All new plumbing fixtures and any replacement plumbing fixtures shall comply with LPHOA, EPA and DuPage County Code.

Car Wash Installations are prohibited.

Water Cooled Air Conditioning units are prohibited.

Sprinkling systems are prohibited.

OUTSIDE WATER USE RULES AND REGULATIONS

ARTICLE V Inter-Connection, LPHOA and the Village of Downers Grove, Illinois March 19, 1976

The inter-connection main to be used only for emergency transport of water between the two water systems.

1. That the water systems of the Village and the Association shall be inter-connected by a water main and one valve across Williams Street at 41st Street in Downers Grove, Illinois.
2. That the inter-connection shall be accomplished in general conformity with Exhibit "A" and made a part hereof, (Print in Pumphouse file)
3. That the Village and Association shall each own one key to open a separate lock to operate the valve on the inter-connecting main. Both locks must be open simultaneously to operate the inter-connecting main.
4. That all labor, engineering, preparation of plans and specifications and other services in connection with installation of the inter-connection main shall be performed by the Village or its assigns.
5. That actual cost for labor, engineering services, material, equipment and restoration of streets and sidewalks shall be paid equally by the Village and the Association. The Village shall be reimbursed by the Association for said costs. Equipment costs shall be calculated for Village equipment at the equipment rental rates of the State of Illinois, Department of

Transportation. Reimbursement by the Association to the Village shall be made within thirty days after completion is certified by the Village Public Works Director and a statement is presented to the Association.

- 6. That maintenance cost for the inter-connection main and two valves shall be paid equally by the Village and the Association. The Village shall be responsible for the determination of need for and the performance of said maintenance and the Association shall reimburse the Village for actual costs within thirty days of presentation of a statement by the Village. The Association shall reimburse the Village for all maintenance costs including but not limited to labor, engineering, equipment (at State of Illinois, Department of Transportation equipment rental rates) and material costs.
- 7. The valve on the inter-connecting main shall be opened only by operation of the aforesaid two locks, only upon mutual consent of the parties hereto and only for emergency purposes.

* a. For purposes of this agreement, “emergency purposes” shall contemplate an opening of the inter-connecting main for non-consecutive periods not to exceed 24 hours each. IN THE EVENT THAT THE VALVE AND MAIN ARE OPERATING AND WATER FLOW THERETHROUGH FOR A PERIOD EXCEEDING 24 HOURS THE PARTY HERETO FURNISHING THE WATER CAN CHARGE THE OTHER AT ITS NORMAL IN-TOWN RATE FOR THE ESTIMATED VOLUME OF WATER PROVIDED AFTER THAT FIRST 24 HOUR EMERGENCY PERIOD.

****NOTE: ALL LAKE MICHIGAN WATER FURNISHED BY THE VILLAGE WILL BE CHARGED FOR. THE ASSOCIATION SHALL REIMBURSE THE VILLAGE ACCORDINGLY.**

- 8. This agreement shall terminate if the inter-connection main is remove by mutual agreement, rendered inoperable or the parties hereto agree in writing as to termination for any reason. This agreement shall also terminate on January 1, 1977, if construction of the inter-connection main has not commenced by that date.
- 9. Any statement or writing to be presented to a party hereunder shall be so presented by personal delivery or by deposit in the U.S. Mail, with postage properly pre-paid and properly addressed to the offices of the other party, and shall be deemed presented three days after delivery or deposit in the U.S. Mail as aforesaid.

ARTICLE VI Community Building See Bylaws

ARTICLE VII Services Rendered

LPHOA Board.....Reimbursement
 Three Employees.....Contract
 Casual Labor.....Hourly plus taxes
 Sub-contractors.....Estimate agreement

ARTICLE VIII Additional

WATER LEAKS: After water service is terminated using B Box key, establish location of leak; before or after B Box valve. A Work Authorization Form may be necessary for the homeowner/business owner to sign in case of a disputed decision. Any leaks coming from a residential/commercial property or home/business must be repaired within a reasonable amount of

time as determined by LPHOA. If the leak becomes a safety issue or is affecting another residential/commercial property, LPHOA can terminate the water service to the leaking property with a B Box key until necessary repairs have been completed by the homeowner/business owner. The B Box key may be left on a temporary basis for turn on/off water as needed. This should be for a designated time period only until necessary repairs are made and/or problem is resolved. The responsibility for replacement of a lost/stolen, etc. B Box key is the homeowner/business owner's.

WATER TURN-OFF RESTRICTION: Water of delinquent accounts will not be turned off when the temperature outside is 20 degrees or less as per Illinois State Regulations. LPHOA will abide by this ruling.

RESPONSIBILITY OF B BOX DEFINED: The Association shall be responsible for the B Box valve and shall provide covers free of charge. The property owner shall be responsible for the B Box sleeve and its maintenance.

PIPING IDENTIFICATION – PUMPHOUSE

Raw Water.....Green
Finished Water.....Yellow

MEMBERSHIP: The Assessment for resident homeowners of the First Addition to LIBERTY PARK on private wells east of Washington Street and those original LIBERTY PARK SUBDIVISION residents on the LPHOA Water line but not connected to it shall be determined by LPHOA Board of Directors. These members may participate in all civic and social activities. They may not vote on any issue pertaining to the water system.

SYMPATHY: The monetary value for flowers or other memorials, when a member or immediate family member passes away, shall be determined by LPHOA Board of Directors.

CHECKS: If a check is returned by the bank ie. Insufficient funds, closed account, stop payment order issued, etc., all banks charges will be added to the Maintenance Assessment.

DUTIES: LPHOA OFFICIALS
See ByLaws