

RULES AND REGULATIONS

I. USE AND OCCUPANCY

1. Use and occupancy shall be by persons constituting a family as defined in Article VIII of the Declaration.
2. The size of a family and number of its members shall be subject to the number of occupants restrictions defined in Ordinances of the City of North Chicago.

No unit may be occupied by any person under the age of 15 who is not a child of the owner of such unit.

3. All family members, their guests and visitors, are subject to requirements of the Declaration, By-Laws, and Rules and Regulations, and parents shall see that children are aware of regulations which are necessary for them to follow.

## II. PETS

In order to maintain control, prevent nuisance problems and prevent danger to the health, safety and welfare of owners and tenants, the keeping of pets at the Association shall be subject to all local and state laws and the provisions of the Declaration, By-Laws, and the following Rules and Regulations:

1. No animals, other than dogs, cats, birds, fish or animals reasonably considered to be household pets, shall be raised, bred or kept anywhere on the property, nor shall any animals be kept, bred or maintained for commercial purposes. Household pets shall not include reptiles, livestock, large birds, exotic mammals, etc.
2. The number of pets kept in a unit shall be subject to the restrictions defined in ordinances of the City of North Chicago.
3. All dogs and cats shall be licensed and tagged as required by the local and state law and must wear a collar with a current license and rabies tag whenever they are on any of the Common Elements.
4. All pets must be restrained on a leash when outside a unit except that when the Tennis Court/Basketball Court is not in use for its intended purpose, owners may permit their dog(s) to be off-leash on the Tennis Court/Basketball Court. Any pet taken off-leash may not be left unattended and must be supervised by the Owner the entire time they are off-leash. Any time a dog is off-leash as set out above, the gate to the Tennis Court/Basketball Court must be closed and latched.
5. No pet shall be tied, chained or staked to a building, grounds, plantings or other item constituting part of the Common Elements, placed in a cage upon the Common Elements, or otherwise left unattended outside a unit at any time.
6. A unit owner is responsible for the actions of the pets of anyone living in, or visiting, a unit. The pet's conduct and activities must be controlled by its attendant to prevent damage to common/ private areas and danger or injury to persons, property or other pets. Any damage caused by these pets to the common elements shall be repaired by the Association and assessed back to the responsible owner.
7. No pet shall be allowed to create a nuisance or unreasonable disturbance, whether inside a unit or out, or to damage Association property. This includes excessive barking, whining and/or howling. No animals exhibiting violent or aggressive tendencies will be tolerated.
8. **All owners must immediately clean up after their pets. Pets shall not be permitted to defecate on any common property. If an accident occurs on common property pet owners must clean up after their pet immediately, any owner neglecting to do so will be fined.**

9. Notwithstanding anything to the contrary contained in these Rules, Owners keeping a breed of dog commonly classified as a pit bull must at all times be in compliance the City of North Chicago Ordinance regarding pit bulls. Specifically, no person shall permit a pit bull to go outside a kennel or pen unless such dog is securely leashed with a leash no longer than four feet (4') in length. No person shall permit a pit bull dog to be kept on a chain, rope or other type of leash outside its kennel or pen unless a person of suitable age and discretion is in physical control of the leash. Such dogs may not be leashed to any inanimate objects such as trees, posts, buildings, or structures. In addition, all pit bulls on a leash outside the animal's kennel must be muzzled by a muzzling device sufficient to prevent such dog from biting persons or other animals.
10. Owners and tenants shall not use their units as pet-sitting facilities.
11. Any pet that has two (2) or more violations of these pet rules within a six month period shall be deemed a nuisance. The Board of Directors, in its sole discretion, has the power to have any such pet removed from the property upon three (3) days' written notice to the owner.
12. Any unit owner, tenant, Board member or employee noting litter or damage to any property caused by a pet, shall report the litter or damage to the management agent, identifying the pet, the owner of the pet and/or the unit in which the pet is kept.
13. All pets must be registered with the Board of Directors by way of a Pet Registration Form and shall otherwise be registered and inoculated as required by law.

**PET REGISTRATION FORM**

OWNER NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

NUMBER OF PETS IN UNIT: \_\_\_\_\_

FIRST PET:

NAME OF PET: \_\_\_\_\_ GENDER: M or F (Circle One)

AGE OF PET: \_\_\_\_\_ WEIGHT: \_\_\_\_\_

BREED OF PET: \_\_\_\_\_ COLOR: \_\_\_\_\_

SECOND PET (If Applicable):

NAME OF PET: \_\_\_\_\_ GENDER: M or F (Circle One)

AGE OF PET: \_\_\_\_\_ WEIGHT: \_\_\_\_\_

BREED OF PET: \_\_\_\_\_ COLOR: \_\_\_\_\_

VETERINARIAN: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

VILLAGE LICENSE NO: \_\_\_\_\_

DATE OF LAST SHOTS: \_\_\_\_\_

III. PARKING, MAINTENANCE, STORAGE, AND MOVEMENT OF VEHICLES  
IN OR THROUGH THE COMMON ELEMENTS

A. DEFINITIONS

1. PERMITTED VEHICLES

- a) Passenger-type automobiles having no more than four (4) entry doors (but including stationwagons or hatchbacks having a rear access), in a fully operable and driveable condition, and specifically excluding limousines or hearses used for personal purposes.
- b) Lightweight recreational motor vehicles, excluding campers, provided however that the lightweight recreational vehicle shall have a "B", "RV" or other passenger license plate, shall have no more than four (4) wheels, shall have a capacity of not more than 3/4 ton, shall have an overall length of less than twenty (20) feet, shall have an overall width of not more than seven (7) feet, and shall be capable of fitting in a standard parking space or being driven into a unit's garage and stored in the unit's garage in a driveable condition with the garage door closed.
- c) Motorcycles and motorbikes that are registered and licensed to be ridden on Illinois roads and highways.
- d) Commercial vehicles in the process of their normal commercial purposes, only for the period of time necessary to provide the delivery, pick-up or other commercial service requested by a unit resident or the Association.

2. NON-PERMITTED VEHICLES

All vehicles other than those defined above as permitted vehicles, or any vehicles which are non-operable, or without current state license plates and appropriate municipal stickers, or commercial vehicles of any type or kind, including commercial vehicles having commercial advertising on the body thereof (except for commercial vehicles which are on the premises for the purpose(s) and time(s) described under permitted vehicles above).

3. EMERGENCY VEHICLES

- a) Ambulances.
- b) Fire department vehicles of any type.

- c) Police department vehicles of any kind.
- d) Hospital vehicles of any type.
- e) Permitted motor vehicles when being utilized for emergency purposes for the health, safety and welfare of the community or for emergency purposes for families residing in a unit, family members thereof or their household help and other authorized individuals.

4. ABANDONED VEHICLES

- a) A vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition.
- b) A vehicle which has not been used or moved for fourteen (14) consecutive days or more and is apparently deserted.
- c) A vehicle which does not have a current, valid license plate.
- d) A vehicle which because of the acts of the owner and condition of the vehicle clearly indicate it has been abandoned.

B. GENERAL RULES AND REGULATIONS

- 1. Use and storage of vehicles shall be subject to the provisions of Article VIII, Paragraph 8 and 9, of the Declaration.
- 2. All motorized vehicles must be equipped with full street accessories, including headlights, tail lights, shock absorbers, mufflers and current license plates and vehicle registration stickers.
- 3. Permitted vehicles belonging to a unit owner may be parked:
  - a) In the unit owner's garage.
  - b) In the unit owner's assigned parking space.

Note: Only one car per parking space or garage is permitted.

- 4. Parking on streets is prohibited at all times. Vehicles violating this provision may be removed without notice to the owner of said vehicle and at the vehicle owner's expense.

5. Permitted vehicles shall not be parked, maintained or stored in a garage or assigned parking space without the express permission of the unit owner having the exclusive use, possession and control of that space. Vehicles violating this provision may be removed without notice to the owner of said vehicle and at the vehicle owner's expense.
6. Visitors may park in a garage, or in an assigned parking space permitted by the unit owner having the right of exclusive use, possession and control of that space, or in authorized visitor parking locations.
7. Permitted vehicles may be operated on streets and parking areas of the Association only, unless specifically authorized otherwise by the Board and/or its agents, and then, only for Association purposes. There shall be no parking or routes of passage across any other portions of the Common Elements, including turf areas, sidewalks and fire lanes.

Any vehicle that is parked, maintained or stored on a Common Element other than in areas authorized above may be removed without notice to the vehicle owner and at the vehicle owner's expense. Visitors parked in areas other than visitors parking or an authorized parking area may similarly be removed.

8. No vehicle may be parked, stored or maintained in a manner which interferes with the ingress to and egress from a unit, garage, parking space, garbage dumpster or other Common Element.

Any vehicle that is parked, maintained or stored in violation of this section may be removed without notice to the vehicle owner and at the vehicle owner's expense.

9. Any vehicle that is abandoned may be removed without notice to the vehicle owner and at the vehicle owner's expense.
10. It is not intended that garages and assigned parking spaces be used for storage of disabled vehicles, or that major repairs be conducted within the property, except that small, easily undertaken adjustments may be undertaken in the event of an emergency.
11. Repair of any damage caused to garage floors or parking lots, to clean-up of chemical spills caused by a car in disrepair may be billed to the unit owner causing such damage or chemical spill.

C. SNOW REGULATIONS

1. Vehicles parked in parking areas and visitor's parking areas shall be moved anytime there is at least two (2") inches of snow on the ground and plowing operations have commenced.



Failure to comply with these requirements shall remove any responsibility of the Association for completing plowing operations in these areas.

2. Vehicles violating the above provisions relative to guest parking areas may be removed without notice to the owner of said vehicle and at the vehicle owner's expense.

D. USE OF NON-MOTORIZED VEHICLES

1. Use of non-motorized vehicles shall be subject to provisions of Article VIII of the Declaration and to any licensing provisions of Ordinances of the City of North Chicago.
2. Bicycle riding is limited to paved areas and sidewalks.
3. Bicycles shall be ridden safely, and in full accordance with Illinois safety regulations, including hand signals, and measures necessary for the protection of pedestrians. Small children riding bicycles or tricycles shall be supervised by a parent or guardian to protect the rider, and other riders or pedestrians until the child is of an age or maturity to understand safety precautions. Street riding shall be limited to youngsters who understand and can comply with Illinois safety regulations.
4. There shall be no racing, construction of ramps or obstacle courses, performance of "wheelies" or other actions which may endanger others.
5. Bicycles and tricycles shall be stored in units or garages only, and shall be returned to storage areas at dusk.

E. OTHER VEHICLES

1. Operation of mini-bikes or snowmobiles on the property is expressly prohibited.
2. No boats, boat trailers, campers, trailers or vehicles or equipment other than the authorized vehicles described as permitted vehicles in this Section shall be permitted on the property.

IV. GARBAGE

1. All handling of trash and garbage shall be subject to the provisions of Article VIII of the Declarations and to provisions of Ordinances of the City of North Chicago.
2. All garbage must be in sealed bags or containers. No loose bags or garbage will be allowed.
3. Garbage shall be placed in dumpsters located on the outer edge of the property, and the lid of the dumpster shall be closed after use.
4. There shall be no storage of garbage in front of, in back of or alongside a dumpster.

V. APPEARANCE AND PROTECTION OF THE COMMON ELEMENTS AND THE PROPERTY

1. All use of the property, and storage of vehicles, materials, toys, and other personal property shall be in accordance with the provisions of Article VIII of the Declaration.
2. No noxious chemicals, solvents, paints or other hazardous materials shall be stored in a unit, garage or storage area, or used in a manner which may create fire or other health hazards to the owned unit or neighboring units.
3. Nothing other than bathroom tissue may be flushed down the toilets. Heavy grease and bones or large food items shall not be placed in the kitchen drains.
4. Owners shall be responsible for taking all possible precautionary measures to protect the property from freezing pipes, water entry, or other hazards, and shall immediately notify the Board or its agent if threatening conditions exist.
5. Garage doors shall specifically be kept closed at all times other than for ingress to or egress from the garage, and there shall be no alteration of the garage door for any reason without the express, written permission of the Board.
6. Vehicle engines shall not be left running in garages.
7. No barbeque grill may be operated in the garage, nor on patios or balconies within four (4') feet of a combustible surface.
8. Storage of any kind is expressly prohibited in the Common Elements.
9. All toys, recreational equipment, tables, tents, lounge furniture, bicycles, tricycles, wagons, and other personal property items must be removed from the Common Elements by sunset. Seasonal furniture, not of excessive weight, only, may remain on patios and balconies.
10. There shall be no loitering on the Common Elements.
11. Games or other activities which may create a nuisance, cause damage to the Common Elements, or disrupt the peace are prohibited in the Common Elements.

VI. ADDITIONS, ALTERATIONS, BUILDING EXTERIORS AND APPEARANCE OF THE PROPERTY

1. All actions taken by owners and residents shall be subject to the provisions of Article VIII of the Declaration.
2. Television or radio antennas, if installed, shall be placed in attics only and shall be wired to a receptacle or receiver location fully within the unit. There shall not be use of any T.V., radio, high-powered CB or HAM radio or other equipment which will jam or otherwise interfere with the reception of other units.

Only Board-approved antennas can be installed.

3. Plastic sheeting or other material which may be used seasonally or otherwise to prevent entrance of cold, sun-rays, or other elements through windows, patio doors or elsewhere shall be applied from the inside of the unit only.
4. There shall be no addition of sleeve heating or air-conditioning units, auxiliary space heaters, furnaces, exhausting or ventilating fans, fireplaces, or wood-burning stoves without the express written permission of the Board. There shall be no installation of a major appliance or appliances which exceed standard electrical provisions without express written permission from the Board; no adaptations of wiring shall be made without like written permission.
5. There shall be no alterations of garages of any kind without express written permission from the Board.
6. Any addition or alteration made by a unit owner over the standard provisions of the Developer shall be documented and provided to subsequent purchasers so that subsequent purchasers are aware of the changes, whether for insurance and maintenance purposes, or otherwise.
7. No signage of any kind may be attached to the exterior of buildings, taped or affixed to mailboxes, posts or other Common Elements, or permanently placed on the grounds.
8. Directional signs for the purposes of a sale of a unit or otherwise may be posted not more than one (1) hour before the "Open House" or other event, and must be removed not more than one (1) hour after.
9. Signs for the purposes of advertising a unit for sale or rent may not be placed on or in a unit. Signs may be placed on community bulletin boards in the Clubhouse or at the entrance through the Board.

10. Promotional flags or banners are not allowed.
11. Garage Sales may not be held.
12. No awning, sunroof, or canopy of any kind will be permitted on the exterior of any unit.
13. Storm doors for the front entrance door of units which are brown in color and of a Board-approved style are permitted. No other colors or styles are allowed. Storm doors or storm windows installed on patio doors or on windows shall match the surrounding color of building trim, and be of a style approved by the Board.  
  
Once installed, storm doors and windows must be maintained in good order and repair by the unit owner.
14. Patios and balconies may not be enclosed or altered in any way. There may be no alteration of partition walls between patios.
15. Patios and balconies may not be used for storage and shall be kept free and clear from clutter.  
  
Motorcycles, bicycles and tricycles are specifically banned from these areas.
16. Seasonal decorations are permitted on doors, patios and balconies only, provided that no safety hazard shall be permitted, and that damages caused by the hanging of decorations shall be repaired by the unit owner.  
  
Decorations may be installed no earlier than one (1) month prior to the date of the holiday, and shall be removed not later than one (1) month after.
17. Owners installing hooks, brackets or hangers for planters or other items shall be responsible for any measures required to repair or restore the building to its original condition upon removal.
18. Playground equipment and sandboxes are restricted to patio areas only. They may not be placed on any of the Common Elements.
19. No portion of the Common Elements may be enclosed with a fence or other boundary.

VII. LANDSCAPING

1. Additions to, or removal of any planting shall be subject to provisions of Article VIII of the Declaration.
2. Requests for additions to, or changes of any part of the landscaping of the Common Elements shall be in writing, and reviewed by the Board on an individual basis. No addition or change shall be made without the express written permission of the Board.
3. Planting of annual flowers is permitted, provided that such planting is limited to borders of patios or other unsodded areas, as originally delivered, immediate to the area, and provided that maintenance of such beds is fully undertaken by the owner or resident thereafter, or until such time as all plants have been removed.

It is specifically intended that neither the Association nor the Association's contractor shall have responsibility for identifying, locating, or removing weeds in and around a bed which an owner has planted, or otherwise caring for such bed until such time as it has been restored to its original and unplanted condition.

The Association retains its right to add mulch or other covering to original shrub and tree beds, or to perform such other work to the beds as it may deem appropriate for the protection or beautification of Association plantings, and shall have no responsibility for damage to owner plantings during the course thereof except to notify owners that work is scheduled.

4. The Association shall not be responsible for damage to an owner's plantings whether caused in the normal course of landscaping work or otherwise.
5. Plantings shall not be placed in a bed in a way which will interfere with the regular functions of equipment used to maintain the Common Elements.
6. Fruit, vegetable plantings and climbing vines may not be installed without the express, written permission of the Board.
7. Should an owner be granted permission to expand or add bedding areas, such areas shall remain bedding areas thereafter, maintained by the unit owner, or shall be restored to a sodded condition at the unit owner's expense. Information on such additional or annexed beds shall be contained in any listing, lease or offer to sell so that future owners or tenants shall be aware of these requirements.

8. Should the Association grant permission to add a tree, shrub or other major planting, such planting shall become the property of the Association.
9. Sod or plantings damaged by a unit owner, his guests, tenants or pet(s) shall be the responsibility of the unit owner to replace, and may be billed to the unit owner responsible if replaced by the Association.
10. Unit owners are responsible for keeping their immediate lawn area clean and free of debris and litter.
11. No owner shall add any chemical, fertilizer, or weed killer to sod or any Common Element without the express, written permission of the Board.

VIII. CLUBHOUSE AND RECREATIONAL CENTER

1. Use of the clubhouse and recreational center is subject to Article VIII of the Declaration. Use shall be by an owner, resident or guest in the company of an owner or resident only. Children under fourteen (14) are not permitted unless accompanied by a parent or guardian.
2. Doors must be kept locked at all times except for ingress or egress to the facility.
3. Pets are not allowed inside the building at any time.
4. ✦ Persons using the facility are responsible for clean-up, and are asked to keep lighting at a minimum consistent for the activity. Lights should be turned off when leaving.
5. Private parties are not permitted without the express permission of the Board. A security deposit in the amount of \$250.00 is required at the time of application. The deposit shall be held until an inspection of the facility has been made and there has been a determination regarding cleaning and damages. The deposit will be returned in full if everything is in order. If there are damages, they shall be covered first by the deposit and thereafter, if the deposit is insufficient, through an assessment to the unit owner.

A non-refundable rental fee shall also apply per the following schedule:

For parties of less than 50 people	\$35.00
For parties of more than 50 people	\$50.00



IX. TENNIS COURTS

1. Use of the tennis courts shall be subject to Article VIII of the Declaration. Use shall be by an owner, resident or guest in the company of an owner or resident owner.
2. Courts are available on a first-come, first-served basis.
3. Maximum use of the courts shall be limited to one (1) hour if others are waiting to play.
4. Pets are not allowed on the courts at any time.
5. Only rubber or soft-soled shoes are allowed on the courts.
6. The courts shall not be used for purposes other than the playing of tennis.

X. SWIMMING POOL

1. Use of the pool shall be subject to the provisions of Article VIII of the Declaration. Use may be by unit owners, residents, and guests accompanied by an owner or resident. Children under fourteen (14) are not allowed at the pool unless accompanied by a parent or guardian.
2. No pets are allowed at the pool at any time.
3. All pool users shall follow the personal health and sanitation rules of the State of Illinois which are posted at the facility.
4. No glass or ceramic containers are allowed in the pool area.
5. Clubhouse deck furniture is not allowed in the pool area.
6. Personal belongings brought to the pool area shall be the sole responsibility of their owner, and must be removed when leaving the pool area. Strollers or carriers for babies are allowed, provided that they are able to be made stationery. Radios may only be used if they are played quietly or with earphones and do not disturb others.
7. No bikes, skates or other similar toys may be brought into the pool area.
8. Drying towels, bathing caps and the like shall be a users own responsibility to provide.

BATHERS SHALL SWIM AT THEIR OWN RISK

9. Personal conduct within the pool facility must be such that the safety of self and others is not jeopardized. There shall be no running, shoving, pushing, boisterous or rough play, splashing or other unsafe activities. There shall be no spitting, spouting of water, blowing the nose, urinating or otherwise introducing contaminants into the pool. Diving in shallow water is not permitted.

XI. ASSOCIATION INFORMATION REQUIREMENTS AND RULES REGARDING SALES, CONTRACT PURCHASES AND LEASES

1. All owners shall keep the Association apprised of home and work telephone numbers, and changes thereto, and other necessary information, if any, regarding emergency access to a unit. Non-resident owners shall provide the Association with information as to their mailing address, and the names, telephone numbers and commencement and expiration dates of leases, contracts or residencies, and any changes thereto.

Any expenses incurred by the Association in locating a unit owner who fails to provide such information shall be assessed to the unit owner's account. Unless otherwise provided by law, any unit owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the unit address, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of said unit owner caused by any delays in receiving notice resulting therefrom.

2. No owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes. Every lease must be for a period of at least six (6) months unless the Board consents to the contrary.
3. Each lease shall be in writing, and shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association. Each lease shall contain a clause stating that the tenant understands his responsibility to the Association under its documents, and a signed copy of such lease containing such statement must be provided to the Board prior to the date of occupancy.

The unit owner shall further provide the Association with evidence that the tenant has received a copy of the Declaration, By-Laws and Rules and Regulations, including the date on which they were presented.

Subsequently, if the Board determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease. All expenses of the Board in connection with any violations shall be assessed to the account of the unit owner responsible.

Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Unit owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of these rules.

X. SWIMMING POOL

1. Use of the pool shall be subject to the provisions of Article VIII of the Declaration. Use may be by unit owners, residents, and guests accompanied by an owner or resident. Children under fourteen (14) are not allowed at the pool unless accompanied by a parent or guardian.
2. No pets are allowed at the pool at any time.
3. All pool users shall follow the personal health and sanitation rules of the State of Illinois which are posted at the facility.
4. No glass or ceramic containers are allowed in the pool area.
5. Clubhouse deck furniture is not allowed in the pool area.
6. Personal belongings brought to the pool area shall be the sole responsibility of their owner, and must be removed when leaving the pool area. Strollers or carriers for babies are allowed, provided that they are able to be made stationery. Radios may only be used if they are played quietly or with earphones and do not disturb others.
7. No bikes, skates or other similar toys may be brought into the pool area.
8. Drying towels, bathing caps and the like shall be a users own responsibility to provide.

BATHERS SHALL SWIM AT THEIR OWN RISK

9. Personal conduct within the pool facility must be such that the safety of self and others is not jeopardized. There shall be no running, shoving, pushing, boisterous or rough play, splashing or other unsafe activities. There shall be no spitting, spouting of water, blowing the nose, urinating or otherwise introducing contaminants into the pool. Diving in shallow water is not permitted.

4. With regard to contract sales, the Association shall be provided with either an original copy of the Agreement for contract purchase, or a statement from the parties identifying the name and telephone numbers of the contract buyer, whether or not such buyer shall occupy the premises, the date upon which conversion to conventional financing or other completion of the contract is required, and a statement confirming that the contract buyer has received a copy of the Association's Declaration, By-Laws and Rules and Regulations and acknowledges the requirement for his adherence thereto.

A statement shall also be required regarding the voting rights for the unit. Specifically, the Association must be advised as to whether rights remain with the contract seller or pass to the contract buyer.

A mailing address and home and work telephone numbers for the contract seller must remain on file with the Association throughout the entire period of the contract, as stated under Paragraph 1. above.

5. Any owner who intends selling his unit shall contact the Association or its agent in advance so that necessary information can be provided. The Association, when given such a request shall prepare and release a) a letter stating the status of the unit owner seller's account, b) a statement of disclosure as required under Section 22.1 of the Condominium Property Act of the State of Illinois, and c) other general information regarding the operation of the property. A fee, payable in advance, will be required for this service, and for copies of other documents which may be required.

The Association shall have at least ten (10) business days in which to respond to a request. The Association shall be provided with notice immediately when the sale has actually closed.

6. In addition to fees above, there shall be a charge of \$5.00 for each clubhouse and mailbox key not turned over to the buyer by the seller. At least two (2) copies of each key are required in this regard.

XII. RULES REGARDING LEASES OF GARAGES

1. Garages shall be available on a first-come, first-served basis for ninety-nine year terms, pursuant to a lease entered into between the parties, a sample of which is available through the Association.
2. In addition to provisions of the lease, lessee shall be subject to all provisions of the Declaration, and these Rules and Regulations and shall pay assessments based on the budget adopted by the Board for garage operation each year.

XIII. RULES REGARDING PAYMENT OF ASSESSMENTS

1. The rules and regulations regarding payment of assessments are subject to Article VI of the Declaration.
2. Assessments in amounts determined by the Board through its annual Approved Operating Budget are due on the first (1st) day of each month, in advance of the then current month.
3. Checks are to be made payable to the Association and forwarded to the Association in care of its managing agent, or to such other address as the Board may agree upon and notify the owners of from time to time.
4. Any payment not received by the last day of business before the 10th of the month shall be past due and shall be subject to a \$25.00 late fee.
5. Payment, including late fees, not received by the Association at the close of business on the last business day of the month shall be deemed delinquent.
6. The Association shall send one (1) notice of delinquency to each owner deemed delinquent, to be prepared and mailed as quickly as possible following close of the Association's books for a particular month.

Accounts remaining delinquent after a reasonable period has lapsed following mailing of a delinquency notice, but in no event longer than sixty (60) days from the original due date, shall be subject to the full recourse allowed by the Declaration and law for collection of amounts owed.

All costs incurred by the Association in bringing about or attempting to bring about collection, shall be the cost of the delinquent unit owner.

7. The Association reserves the right to charge back any costs it incurs because of checks which are tendered on an account having non-sufficient funds, and further reserves the right to refuse payment by other than cash, Cashier's or Certified Checks or money orders from owners who have had at least two checks tendered on accounts having non-sufficient funds within a twelve (12) month period.

B. VIOLATION OF ASSESSMENT PROVISIONS

1. The Association or its agent, when a violation is known, shall provide one (1) notice of delinquency, which at a minimum shall set forth the amount and kind of payment(s) which is(are) delinquent and steps required to prevent further action.
2. Within a reasonable time following such notice, but not beyond sixty (60) days beyond the date first due, the Association shall commence pursuit of remedies available to it under the Declaration and at law.

C. VIOLATION OF LEASE, CONTRACT SALE, SALE OR NON-RESIDENT OWNER PROVISIONS

1. The Association or its agent when apprised of a violation shall provide one (1) notice letter, which at a minimum shall state the nature of the violation, and steps required to prevent further action.
2. Within a reasonable time following mailing of a notice letter, but in no event beyond thirty (30) days from the date of the notice letter, the Association shall pursue remedies available to it under the Declaration and at law including fines.

D. VIOLATION OF ALL OTHER PROVISIONS

1. Any complaint which alleges any violation of the Association's Declaration, By-Laws or Rules and Regulations shall be made in writing and shall at a minimum set forth:
  - a) The unit owner's name, unit number or address of the unit where the resident complained of resides,
  - b) The specific details or description of the violation alleged to have occurred, including the date, time and location,
  - c) The signature and address of the complaining witness, and a telephone number where the witness can be reached during the day, and
  - d) The date on which the complaint is made.
2. Upon receipt of a complaint, the Association or its agent shall contact the person complained against in writing advising them that a complaint has been received, and generally the nature of the complaint. Notice shall contain provisions for the person complained against to protest the charges as alleged, provide additional information for the Board's consideration, and request a formal Hearing regarding the matter.



3. Upon request, a Hearing shall be held within ten (10) days or as soon thereafter as mutually acceptable to the parties, and statements and evidence may be presented to a Hearing Committee by persons complaining and persons complained against. It shall be the responsibility of the Hearing Committee to hear the statements, weigh the evidence, and consider the facts in light of the requirements of the Association's documents. Thereafter, the Committee shall formulate a recommendation to the Board regarding action which should be taken.

The recommendation(s) made by the Hearing Committee shall be reviewed by the Board and a decision regarding action to be taken shall be made which shall be binding upon all of the parties.

4. Should no protest of allegations be received by the Association within ten (10) days after the owner is notified, the allegations in the notice of violation shall be considered true and taken as if confessed.
5. Other legal or equitable remedies may be pursued by the Board at any time in addition to the measures outlined above, including fines. A third repeated offense will automatically be turned over to legal counsel for handling.
6. Any costs incurred by the Association in securing or attempting to secure compliance with the Association's policies shall be charged to the offending unit owner.
7. Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the unit owner at the unit address, or to such other address as the unit owner shall previously have filed with the Association.

XIV. GENERAL RULES

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations, and are subject to the enforcement policies set forth in the Enforcement section of these Rules and Regulations.

XV. RULES REGARDING ENFORCEMENT

A. VIOLATIONS OF VEHICLE AND PARKING RESTRICTIONS

1. The Association or its agent, when apprised of a possible violation of vehicle and parking restrictions, shall investigate and determine whether a violation has occurred. If the Association determines that a violation has occurred, it may take any or all of the following actions in addition to removal of the vehicle, for the reasons and under the circumstances noted:
  - a) Attach a parking violation or tow sticker to the vehicle, preferably on the side window, which shall be substantially in the form attached hereto.
  - b) Record the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner if known on a permanent record of violations to be maintained by the Association.
  - c) Identify or attempt to identify the vehicle owner and notify such owner of the violation(s), or identify or attempt to identify the unit owner or resident whose vehicle, or whose guests vehicle, is causing the violation.
  - d) Notify municipal authorities, asking that they issue a citation and remove the vehicle.
2. In order to insure that potential violators have notice of the fact that their vehicles may be towed, and in accordance with requirements set forth in Chapter 18A-100 et seq. of the Illinois Motor Vehicle Code, the Association shall have signs posted on the property giving notice that violators of parking rules may be towed. Such signs will be posted in conspicuous places near the entrances to and exits from the property, and shall be in letters at least three (3") high in a color contrasting with the background of the sign.

The signs shall contain language similar to the following: "Private Parking/Residents and Guests Only/Private Regulations Enforced/Violators Will Be Towed". The signs shall contain the name and address of the company authorized by the Association to tow.

Before any tow is authorized under these Rules, the Association shall notify the local police and request their assistance to insure that no breach of the peace will occur.

TOW STICKER EXHIBIT

THIS CAR IS

IMPROPERLY  
PARKED

IF IT IS NOT MOVED IT WILL BE REMOVED.  
YOUR LICENSE PLATE HAS BEEN RECORDED.  
IF YOU PARK ILLEGALLY AGAIN YOUR CAR  
WILL BE TOWED. IF YOU HAVE ANY QUESTIONS  
ASK YOUR BUILDING REPRESENTATIVE.

STRAWBERRY ONE HOMEOWNERS ASSOCIATION

(Not to Scale)