

LAKE LOUISE RULES AND REGULATIONS FINAL DRAFT

These rules are adopted as of December 11, 2006

Revised as of December 21, 2010

All Rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations to the extent that the provisions of applicable Federal, State of Illinois law or Village of Arlington Heights Ordinances. If the Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws, and the Rules and Regulations in that order.

The Lake Louise Condominium association administers property owned on a condominium basis. Each owner's "Unit Ownership" is comprised of the ownership of an individual unit and the ownership of a portion of the common elements of the property that all unit owners own collectively. The affairs of the association are administered by its Board of managers, elected by and from the unit owners.

The Board has adopted certain rules and it is the hope and desire of the Board that the residents of the association familiarize themselves with the rules and that the rules are self-enforced by all the residents. It is also the hope and desire of the Board that residents attempt to work out issues between themselves before invoking the formal procedures set forth in the rules.

The owners at Lake Louise are living in close proximity to one another. There are 120 units at Lake Louise, each owned by people with different opinions and lifestyles. In order to preserve harmony, there must be a blend between the individual's right and the needs of the complex. These regulations have been established to accommodate the lifestyles shared by the majority while preserving the physical integrity and property values of Lake Louise.

These Rules and Regulations are binding on all Unit Owners, residents, their families, and guests. That said, the rules do include an enforcement procedure providing due process to any person charged with a violation of a rule.

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BUILDING EMERGENCIES

The following are building emergencies:

FIRE and/or SMOKE
LEAKING GAS and/or STRONG GAS ODOR
FLOOD (broken water pipe) and/or SINK, TOILET, BATHTUB and/or SHOWER
OVERFLOWING
LOSS OF ELECTRIC SUPPLY IN UNIT
BROKEN WINDOW
LOSS OF HEAT IN UNIT

ACTION TO BE TAKEN

For FIRE, SMOKE, or SECURITY PROBLEMS, CALL 911 then Management.

For LEAKING GAS and/or GAS ODOR, call the utility company, then Management.

T.J. Adam & Company (Management)

480 Eagle Drive

Elk Grove Village, IL 60007

OFFICE (847) 870-6110

AFTER HOURS: (847) 228-7368

NiCor Gas 1-888-642-6748

Commonwealth Edison 1-800-334-7661

An emergency involving a Unit Owner's unit is the Unit Owner's responsibility. The Association asks to be notified immediately only for purposes of assisting in resolving the emergency or for purposes of exerting its efforts to notify others. However, the Association does not take responsibility for any emergency and has no liability; therefore it is the Owner's responsibility.

Unit owners are to contact the Management Company, not Board Members, with maintenance requests; either by phone (847-870-6110 during business hours or 847-228-7368 for emergencies) or via website at www.LLCondo.com (Mainten Request).

Any activity which creates a nuisance, damages any common property, or disrupts the peace is prohibited on or in any portion of the common property.

Each Unit is to have a [Lake Louise Home Owner information](#) form on file with the Management Company, [available from the Management Company](#). It is the unit owner's responsibility to ensure that this form is kept up to date.

Reminder: A current vehicle sticker is required by The Village of Palatine by the first of each New Year.

The use of all fireworks in the common elements is strictly forbidden.

[Consent of the Board means majority of the Board.](#)

[Need sealed bids for any capital improvements that exceed \\$5,000.00.](#)

SECTION I: BOARD MEETINGS

1. Board meetings are open to all Unit Owners. The time for Board meetings is determined by action of the Board. Notice will be provided to all Unit Owners between 10-30 days.
2. As required by law, the books and records of the Association are available for the inspection of Unit Owners for any proper purpose at reasonable times, provided that ten (15) business days advance notice is provided to the Association in writing.
3. An outside auditor will inspect the books and records of the Association at least once a year or more often if deemed necessary by the Lake Louise Condominium Board.

SECTION II: OCCUPANCY LIMITATIONS

1. There shall be no more than two (2) permanent occupants in any one bedroom unit. There shall be no more than four (4) permanent occupants in any two bedroom unit. A 'permanent occupant' of a unit is any person maintaining his or her primary residence within the unit, or any person who utilized the unit as his or her living quarters on a regular basis. A permanent occupant shall not include occasional temporary visitors or guests.

SECTION III: ASSESSMENTS AND ASSESSMENT COLLECTIONS

1. Assessments are due on the first day of each month. A \$25/month late fee will be charged if assessments are received after the 10th of the month. Any payment of less than the full amount will also incur the \$25/month late fee.
2. Any and all charges including administrative or bank charges incurred by the Association as a result of checks returned for any reason, plus an administrative charge of fifty dollars (\$50) will be charged to and be the responsibility of the owner.
3. Payment should be made by check or money order payable to Lake Louise Condominium Association and mailed to the Management office.
4. If after sixty (60) days delinquent, an account collection action may be initiated by the Association and/or the attorney. The Unit Owner is fully responsible for all such additional cost and expenses. Furthermore, the Association may pursue recovery of these amounts, if delinquent, by foreclosure of the unit owners unit.

SECTION IV: SALES AND LEASING

1. The Declaration also addresses leasing of units. Any failure to comply with procedures set forth in the Declaration, By-laws, or these Rules by a Unit Owner or Tenant will result in a non-authorized sale, lease, gift, or devise which may be set aside at the discretion of the Board.
2. Each contract for sale or lease of a unit shall be conditioned upon compliance with all requirements.

SECTION IV: SALES AND LEASING (continued)

3. At least fourteen (14) days prior to any sale or lease, the Owner must complete and submit the following documents to the Association:
 - a. A notice of intent to sell or lease the Condominium Unit
 - b. Sales contract or lease
 - c. Letter of Clearance
 - d. Processing fee of \$50 for the paid Assessment Letter is to be paid to the Management Company, given in the form of a certified check or money order.
 - e. An administrative charge of \$50 shall be assessed for each violation of these Rules. Additionally, the Association may proceed with any other remedies available including a forced sale of the unit. All cost and expenses associated with securing the necessary documentation after a violation of these Rules shall be charged to and become the responsibility of the Unit Owner and shall be considered additional common expenses.

SECTION V: LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS

1. All Unit Owners who do not reside in a Unit owned by them shall provide the Association with their permanent residence address and telephone numbers, emergency telephone number, both at home and at work. Any expenses of the Association incurred in locating a Unit Owner who fails to provide such information shall be assessed to that Unit Owner's account. Unless otherwise provided by law, and 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 address of the Unit and the Association 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 there from.
2. All Unit Owners who wish to rent their property must take the class offered by the Village of Palatine (currently called Crime Free Multi-House Seminar) and must received a Rental License from the Village of Palatine. No Unit Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes. There shall be no temporary occupancy by individuals who are not listed and identified on a Unit lease and Tenant information sheet. Every lease must be for a period of at least twelve (12) months, with extensions in no less than 3 month increments, unless the Board consents in writing to the contrary. Owners must provide a copy of the Crime Free Lease Addendum (available from the Village of Palatine) to the Management Company prior to the start of a lease.
3. Every 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. A copy of the lease must be sent to the Management Company.

SECTION V: LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS (continued)

4. Each Unit Owner shall be responsible for providing his or her lessee(s) with copies of the Declaration, By-laws, and Rules and Regulations of the Association. In addition, the Association shall be given both a signed copy and rider to every lease of any Unit on the Property not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, as provided for in §18(n)(ii) of the Illinois Condominium Property Act. Any expenses incurred by the Association in obtaining these documents or the information contained therein shall be charged to the Unit Owner responsible as part of their common element expense. These requirements set forth are effective immediately. Unit Owners shall supply the Association with a photocopy of any existing lease within thirty (30) days of notification of these Rules. Provisions herein relating to the execution of new leases shall become effective upon the expiration of any lease currently in effect.
5. All non-resident Owners shall require the Residents of their Unit to complete a Resident's information sheet. The information sheet is to be provided prior to leasing of any Unit. In the event that Units are already leased, the information sheet is to be provided within thirty (30) days of approval of these Rules and Regulations. Any expense of the Association incurred in obtaining the information requested herein shall be assessed to the unit owner's account.

SECTION VI: SIGNS AND ADVERTISING

1. Advertising signs for business or commercial activities are prohibited throughout the property except for signs posted by the Lake Louise Condo Board on the designated bulletin Boards.
2. No sign, signal, illumination, advertisement, notice of any other lettering or equipment shall be exhibited, painted, affixed or exposed on or in any part of the interior or exterior of any Buildings without the prior written consent of the Board. One of the following signs are approved:
 - a. A single For Rent or For Sale sign displayed inside no more than one window of a Unit (no more than one sign per Unit).
 - b. Open House signs displayed inside, outside &/or in the Common Area, but must be removed the same day (immediately after the Open House).
3. No sign, signal, illumination, advertisement, notice of any other lettering, or equipment shall be exhibited, painted, affixed or exposed on or in any window or any part of the outside of any Buildings, without the prior written consent of the Board. "For Rent" and "For Sale" signs are strictly prohibited. Violators who place unauthorized signs will be subject to a fine.

SECTION VII: MOVE-INS and MOVE-OUTS

1. All moves into or out of the building must be scheduled with Management at least five (5) days before the move occurs. A move not scheduled through Management will be subject to a fine of \$200.
2. Before a move is made, two hundred dollars (\$200) as damage security must be deposited at the Management office in the form of cash, cashier's check or personal check. The deposit must be made at the Management office at least five (5) days before the move is made. The owner or resident must execute a security deposit agreement. The corridor and its doors will be inspected by the Management and moving party immediately before a move and after completion of the move. If a move does not damage any common elements of the building, the damage deposit will be refunded. If damage does occur, the damage deposit will be held by the Management Company until repairs can be assessed. Any excess of the damage deposit over the cost of repairs will then be refunded. Should cost of repairs exceed the damage deposit, the amount of such excess will be charged to the owner of the unit involved in the move. Any refund due will be made within ten (10) days provided the Association has a forwarding address.
3. Reservations for moves are made on a first come first serve basis for between 8:00 a.m. and 7:00 p.m. Monday through Saturday and between 10:00 a.m. and 5:00 p.m. Sunday. Small, personal items, such as clothes, can be moved through any entrance / exit. At no time are there to be any items moved over any balcony railing.

SECTION VIII: INSURANCE

1. Owners shall be individually responsible for insuring their personal property **including Liability Insurance** in their respective units, and their personal property stored elsewhere on the property. If a Unit is rented, the Owner continues to be responsible for insuring the Unit fixtures, appliance, equipment, contents, decorating and all other items not covered by the Association insurance provisions. Additionally, the tenant should be required to maintain insurance on his or her own personal property. Owners will provide the Association with a copy of their insurance policy or certificate of insurance, confirming that the unit fixtures, appliances and all personal property are fully insured against loss.
2. Nothing shall be done in any unit, or common elements which would increase the rate of insurance on the building or the contents thereof, and nothing shall be done therein other than those anticipated activities applicable for its intended use, without prior written consent of the Board.
3. Owners shall not permit anything to be done or kept in their respective units or in the common elements which would result in the cancellation of insurance on the building or its contents, or which would be in violation of any law.

SECTION IX: PETS

1. No animals, other than dogs, cats or other 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 any commercial purpose. Palatine Village ordinance, under section 16, shall prevail.
2. No more than two dogs, two cats, or one each, per unit shall be allowed.
3. Combined weight of animals should not exceed 150 pounds.
4. Pet owners must clean up immediately after pets, remove pet defecation and dispose of it properly.
5. Pets shall be controlled so as not to create a nuisance anywhere on the property. Pets may be leashed or tied up in or on patio area only.
6. All pets in the common areas (any area outside of a Resident's condo) must be on a hand-held leash or in a cage, no exceptions.
7. A unit owner is responsible for the actions of pets of anyone residing in or visiting his/her unit, and the costs of repairing any damage caused by a pet shall be assessed to the unit owner responsible. If damage occurs outside the building establishing the repaired areas shall also be the unit owner's responsibility.
8. Repeat offenders with no consideration for others will be brought to the attention of the Board. The Board, after consideration of the facts and circumstances, may elect to order the unit owner to have the pet removed permanently from the property upon ten (10) days written notice to the owner from the Board or its duly authorized agents.
9. No pet may be allowed to be left unattended on any patio, balcony or common area.

SECTION X: BUILDING INTERIORS

1. The units in the Condominium are for residential purposes. They are not to be used for the sole purpose of maintaining a business. No industry, trade, business or profession or any kind shall be permitted on any part of the Common Elements or in the units.
2. Any activity which creates a nuisance, damages any common property, or disrupts the peace is prohibited on or in any portion of the hallways, workout room, locker rooms, lobbies, etc.
3. It is each resident's responsibility to help keep the Association's common elements clean by not dropping litter and waste in any portion of the common elements. Automobile ash trays, cigarette packages, cigar stubs, and other wastes are to be disposed of properly and not in the common elements. Emptying garbage or trash in the common elements except in the proper receptacles is a violation of these Rules.
4. No resident shall place or cause to be placed in the hall, or stairways any furniture, packages, shoes, boots, bikes, toys, floor mats, or objects of any kind which could impede quick, safe exit in the event of a fire. Such areas shall be used for no other purpose than for normal transit through them.
5. Residents, guests, and children shall not play, loiter or roam in the indoor common areas of the lobbies, hallways, stairways, or parking lots or anywhere around the property where they may endanger themselves or disturb other residents.
6. Nothing can be hung on the walls or doors that jut out in such a way as to reduce the width of the hallway.
7. Nothing can be placed under the stairs as it violates fire code.
8. No smoking is permitted in the indoor common elements including, but not limited to common hallways, lobbies, storage rooms, stairwells, basements, locker rooms, workout room, and laundry rooms.
9. Units above the 1st floor shall have carpeting installed in the unit, with the exception of entryways, kitchen and bathrooms. Hardwood, laminate and tile will not be permitted in the bedrooms, halls, living rooms and dining rooms. Carpeting shall be installed or placed over felt or rubber pad. Resilient floor tile shall be installed over sound-conditioned felt paper. Wood parquet, or the like, shall be installed over a minimum of ½" plywood properly applied. Natural marble, flagstone, ceramic tile, and the like shall be installed in sand and cement bed. In each case, appropriate sound deadening material shall be added or utilized in order to minimize sound or noise transmission. Existing hardwood floors or ceramic in these areas need to be covered by 60% to 70% or more for sound insulation.

SECTION X: BUILDING INTERIORS (continued)

10. Plans for altering, combining or dividing Units must be submitted to the Board not less than thirty (30) days before starting any reconstruction of one or more units. This includes changes in the unit inner construction, such as installing hardwood floors, removing and relocating walls and doors. Proposals for changes which might involve the building basic structural design must be accompanied by a plan prepared and approved by an Illinois licensed structural engineer, whose professional seal shall be impressed on the plans. To the extent that any governmental permits or licenses are required, the work may not begin unless and until such permits are obtained and copies provided to the Board. Any attempted alteration prior to submitting will be subject to court action if necessary.
11. Excessive noise-producing activities such as construction and carpet laying, etc. are permitted on weekdays only between 8:00 a.m. and 5:00 p.m. and on Saturdays and Sundays only between 10:00 a.m. and 5:00 p.m. When construction is involved, the Board shall be notified not less than 48 hours in advance.
12. Excessively loud playing of radios, television and/or audio equipment or any other sounds in such manner or at such sound level and/or time as will disturb other residents in the building is not permitted. No excessive noise will be tolerated between 10:00 p.m. until 8:00 a.m. If the disturbance continues, after a letter of warning from the Board, the violators will be subject to a fine.
13. Owners and/or their Contractors must obtain all needed permits and licenses, and shall arrange for inspection by proper authorities, such as but not limited to the Municipal authority. Before a Contractor begins work for a Unit Owner, the Owner must obtain from his or her Contractor a Certificate of Insurance, naming the Association as an additional insured for liability and property damage in amounts sufficient to satisfy the Association, an amount of no lower than \$500,000. A copy of which shall promptly be provided to the Management Company before work begins. The contractor shall submit to the Association copies of all necessary permits and licenses and shall also submit evidence of workman's compensation insurance before any work begins. The Association maintains the right to terminate any work if there is not compliance with all Rules and Regulations.
14. The Unit Owner is responsible for damage to any common elements or any other Unit or Units in the Condominium as the direct and/or indirect result of work performed by or for that Owner and/or Contractors.
15. Residents are requested to assist in preventing vandalism and other such abuses in the condominium such as on woodwork, mirrors, furniture, and other building property, and in other common elements. Awareness and assistance by residents can save considerable money required for repairs and replacements, and thereby help minimize assessments.

SECTION XI: BUILDING SECURITY

1. Building security is extremely important. It is the responsibility of each Owner and Resident. Each Owner and Resident should take every precaution to maintain security within the building. The door should not be held open to allow someone to follow you into the building unless you know him or her.
2. Any persons or activities that appear suspicious should at once be reported to the police. Management should also be alerted so they are aware of the potential problems and can assist the proper authorities.
3. All outside doors must firmly close and latch at all times. If a door does NOT close readily, pull or push it until it latches in the closed position, and immediately notify the Management of the door malfunction.
4. It is advisable when any owner or resident plans to be away from his or her unit for some length of time, to notify Management and verify your emergency contact information. It is advisable when planning a prolonged absence to arrange with a neighbor or friend to flush the toilet every two weeks, run water in the sink, bath and shower for a short period to prevent the seals from drying out. Stop delivery of newspapers. Notify the post office to hold your mail until your return.
5. Solicitation of any kind in the Common Elements is prohibited. Owners and Residents shall not permit access to the building to any unauthorized solicitor.

SECTION XII: ACCESS TO UNITS OR COMMON ELEMENTS

The authorized representative of the Board of Directors or Management Company shall be entitled to reasonable access to the individual units and limited common elements as may be required in connection with maintenance, repairs or replacement of the common elements or any equipment, facilities or fixtures, affecting or serving any unit or other unit, common elements and/or limited common elements. The Board, management, or their representative, are responsible for scheduling with the owner or resident, and to provide adequate advance notice with the exception of major emergencies.

SECTION XIII: SEASONAL DECORATIONS

1. During the holiday season, decorative items may be displayed no earlier than one month prior to and shall be removed no later than one month after the holiday. Any damage caused as a result of the display or installations of decorations are the responsibility of and will be charged to the unit owner. No decorations which create a safety hazard will be permitted. Unit Owners have full responsibility for properly and safely disposing of seasonal decorations.
2. Decorations shall **NOT** be permitted in the common yard areas, bushes or trees. Decorations are permitted on your patio or balcony only.
3. There shall be no illuminated decorations in the interior common hallways. Decorations shall be limited to the interior hallway door alone and the decoration shall NOT exceed the depth on the door jam to the plane of the hallway drywall.
4. No decorations which create a safety hazard will be permitted. Any lighting or electrical decorations must be UL listed for outdoor use.
5. Maintenance and removal of the decorations shall be the sole responsibility of the resident who installed them. If however, they are not maintained or removed in compliance with these Rules, the Board reserves the right to remove and dispose of them. All costs and expenses incurred by the Association shall be charged to the unit Owner and shall constitute an additional common expense attributable to that unit.
6. Christmas trees cannot be thrown off balconies and need to be bagged and completely enclosed before moving.

SECTION XIV: FITNESS ROOMS

1. The fitness room items are for the fitness room only and not to be removed from the room. Please pick up after yourself, and turn the lights and fan off and close patio door before you leave.

SECTION XV: PATIOS, BALCONIES AND LIMITED COMMON AREAS AND ELEMENTS

1. The term "Common Elements" is clearly defined in the Declaration and includes all area within the Real Estate of Lake Louise Private Residence Condominiums, excepting the Units. For purpose of clarity it should be understood that the following areas are considered to be part of the Common Elements.
 - a. Building roofs, attics, stairways, halls, hallways, lobbies, entrances, and exits in the building, elevators, basements, and storage areas, laundry rooms, locker rooms, and fitness room.
 - b. Television antennae, common element timers and controls, and common element lighting.
 - c. All structural components of the building located in a Unit, including pipes, wires, conduits, ducts, shafts, or public utility lines serving more than one (1) unit.
 - d. Open spaces and land including streets, walks, parking area, courtyards, and fire lanes.
 - e. Lawn, landscaped areas, and exterior elevations.
 - f. Pool
 - g. Patios and balconies
2. Storage of any kind is expressly prohibited in the Common Elements. Storage of property in stairwells or utility closets, or the leaving of any obstructions in these areas is prohibited.
3. Storage of household goods, all toys, recreation equipment, bicycles, baby carriages, furniture, and other items of personal property shall be removed from the Common Elements. Personal property shall not be left on any Common Elements at any time for any time period. Violators will be subject to a fine.
4. Patios and balconies may not be used for storage; except for lawn furniture, plants, and gas grills. No other property may be kept or stored on balconies or patios, including charcoal grills. Property on patios or balconies will be subject to a fine.
5. Movable planters and flower boxes may be placed on a patio or balcony but should be removed after the first frost. Wind chimes or bells are prohibited.
6. No one shall litter, or throw, or permit anyone to throw, from units, patios or balconies any dirt, dust, cigarettes, cigars, ashes, water, paper, Christmas Trees, building materials, food for wildlife or any other material or refuse. Owners are responsible for damage caused by objects which fall from their balcony or patio. Rug shaking, dust mop shaking or emptying of buckets, etc. from the balcony or patio is prohibited.
7. Any games or other activity which creates a nuisance, damages the Common Elements, or disrupts the peace are prohibited in the Common Elements.
8. There shall be no obstruction of the Common Elements.
9. Nothing shall be altered, constructed on or removed from the Common Elements without the prior written consent of the Board.

SECTION XV: PATIOS, BALCONIES AND LIMITED COMMON AREAS AND ELEMENTS
(continued)

10. Nothing shall be done in any Unit, on or to the Common Elements which would impair the structural integrity of the building or which would structurally change the Building or cause inconvenience to other residents, without the prior written consent of the Board.
11. The Unit Owner shall be responsible for damages to the Common Elements caused by occupants of the Unit, the occupants' guests or the pets of the occupants or their guests.
12. The Unit Owner responsible for damages to the Common Elements shall be charged with any and all costs incurred in correcting, repairing, or replacing any Common Elements. Repairs are to be approved in writing by the Association.
13. Residents and their children and guests may not congregate, play, run or lounge in halls, hallways, and lobbies or in the buildings.
14. No feeding of any wildlife on patios, balconies or common areas (This includes birdfeeders of any kind).
15. Nothing may be displayed over balcony railings, with the exception of holiday decorations. No clothes, sheets, blankets or laundry of any kind shall be displayed on any part of the common elements and limited common elements, including patios, balconies, balcony railings, and interior entry halls. Condominium property shall be kept free and clear of all rubbish, debris and other unsightly items or materials.
16. Doors, windows and screens must be maintained and in good repair by the unit owner. Any installation of windows or sliding doors must receive the prior written approval of the Board and must comply with existing components.
17. No other window coverings other than household blinds, curtains or shades shall be hung in the windows and doors of the unit. Sheets, blankets and plastic shall not be permitted with the exception of clear insulating plastic that must be installed on the inside and must be pulled smooth without wrinkling or otherwise distracting from the exterior.
18. No, satellite dish, awning, screening, sunshade, canopy, trellis, shutters, bird feeder, antennae or cables may be affixed to or placed in, upon, over or adjacent to any balcony or patio. [A satellite dish may only be installed in adherence to the Satellite Dish Checklist; available from the Management Company. The dish may only be install on the roof, mounted to a sleigh, provided by Association.](#)
19. Repairs due to damage to common elements caused by improper owner action will be charged to those responsible. Owners are liable for damage caused by them, their family, guests, tenants or tenant's guests. Tenants are liable for damage caused by them or their guests.
20. Patios and balconies may not be enclosed or altered in any way. Patios and balconies shall not be carpeted and/or painted.

SECTION XVI: DISPLAYING OF U.S. FLAG

1. In accordance with Chapter 1, Title 4, United States Code, Unit Owners or their tenants may display an American Flag or Military Flag (or both) on or within the limited common areas and facilities of a unit owner or on immediately adjacent exterior of the building in which the unit of a unit owner is located.
2. "American Flag" means the flag of the United States (as defined in Section 1 of Chapter 1 of Title 4 of the United States Code and the Executive Orders entered in connection with that Section) made of fabric, cloth or paper displayed from a staff or flagpole or in a window, but "American Flag" does not include a depiction or emblem of the American flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping or decorative component.
3. "Military Flag" means a flag of any branch of the United States armed forces or the Illinois National Guard made of fabric, cloth or paper displayed from a staff or flagpole or in a window, but "Military Flag" does not include a depiction or emblem of the Military flag made of lights, paint, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping or decorative component.

SECTION XVII: GARBAGE

1. All garbage must be placed in the proper receptacle and not outside of the containers. Items that do not fit in the dumpster or which prevent the lid from closing must be disposed of elsewhere by the Unit Owner.
2. Sealed garbage bags must be kept inside unit (not in common hallway or outside) at all times. Laundry room receptacles are not to be used for household garbage.
3. All cardboard boxes shall be broken down and placed in the designated recycling bins.
4. Removal of construction debris from the Condominium premises is the responsibility of the Unit Owner where such debris is created. If extra cleaning of the common areas and/or additional scavenger expenses are necessitated, the Unit Owner will be charged for such additional expenses.
5. Hazardous or flammable materials and construction debris shall not be deposited in the dumpster. Notify the Management office for a quote if you have a large disposal.
6. Residents have the option to place all recyclable materials in the proper bin for collection; these items include glass, newspaper, cardboard and plastic.

SECTION XVIII: PARKING LOTS/VEHICLES

1. Only permitted vehicles shall be allowed to park in the parking lot. The following are defined as permitted vehicles:
 - a. Passenger type automobiles having no more than four (4) entry doors and specifically excluding limousines or hearses used for personal or business purposes.
 - b. Lightweight recreational motor vehicles, excluding campers, provided that the lightweight recreational vehicle shall have "B," "RV" or other passenger license plates; shall have no more than four (4) wheels; shall have a curb weight of less than or no more than four thousand, five hundred (4,500) pounds and have an overall length of 18 feet or less.
 - c. Vehicles must be in drivable condition and shall be of a design which, in the determination of the Board, does not impede entry and exit from the building or parking lot when parked.
 - d. Motorbikes and motorcycles that are registered and licensed to be driven on roads and highways.
2. All motorized vehicles are restricted to paved surfaces, the streets, and parking lots.
 - a. The maximum speed limit on all drives is 5 miles per hour. Violators will be subject to a fine for the first offense of excessive speed and each subsequent offense.
 - b. Parking is only allowed within the marked lines in the parking lots.
 - c. Handicap parking must have a valid license [plate](#) or placard.
3. No repairs or maintenance of any kind to your vehicle are allowed in the parking lot. Emergency repairs will be permitted only if necessary and any damage caused to the common elements by an owner, his guest, tenant, family or invitee shall be paid for by that owner.
4. At no time will inoperable vehicles be allowed in any parking lot. Abandoned vehicles which are in a state of disrepair rendering it incapable of being driven in its present condition; or which has not been used or moved for seven (7) consecutive days or more; or which does not have a current, valid vehicle license plate and municipal vehicle sticker shall be towed by the Association at the owner's expense.
5. Boats, recreational motor vehicles, camping vehicles, trailers, and commercial vehicles may not be parked in the parking lots overnight.
6. No mobile storage parking will be permitted unless the Board is properly notified within seven (7) days of moving. Movable storage units (such as PODS, etc.) brought to the property for moving purposes or short term storage shall not be left in the parking lot longer than 48 hours. Management must be notified at least one week prior to the arrival of the unit. The Association or Management assumes no liability for any damage done to the unit or contents of the unit. Insuring the contents and unit is the Unit Owner's responsibility.

SECTION XVIII: PARKING LOTS/VEHICLES (continued)

7. The Association or its agent, when notified of a possible violation of any of the above noted Rules, 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 actions for removal of the vehicle. Record the vehicle identification including license number, date of violation, type of violation, and vehicle owner if known. Upon receipt of notice of a violation, a unit owner must comply with Rules set herein within seven (7) days.
8. The 1501-1515 parking lot located off of Churchill Drive is permit parking only. Residents who have been issued a NEW yellow parking sticker will be the only persons allowed to park in that lot. Cars without a parking permit will be subject to tow. All tow charges will be the responsibility of the person in violation.
9. To help minimize theft to your vehicles please remove all personal items such as iPods, GPS navigation systems, computers, wallets etc.
10. Those with a current Permit Parking Sticker must park in the designated parking area (all cars with a current Permit Parking Sticker are prohibited from parking in any other lots).

SECTION XIX: LANDSCAPING

1. Plants or vines that cling or crawl or affix to any part of the unit building will not be allowed.
2. Any plant material other than low growing annual flowers must be approved in writing by the Board. Once planted it shall become part of the property of the Association.
3. Any sod or other property damaged by the neglect or abuse of any person or pet on the property shall be replaced by the Association at the expense of the Unit Owner who is responsible. Establishing the replacement shall also be that unit owner's responsibility. If replacement is not done within seven (7) days, management shall replace, and charge back to the resident responsible for damages.

SECTION XX: POOL

1. The Association or Management assumes no risk and no responsibility for persons entering the pool area or personal belongings left in the pool area.
2. The pool hours are 10:00 a.m. to 10:00 p.m. Use of the pool other than during these hours is strictly prohibited and is trespassing. There is a guest limit of 3 persons per unit. Absolutely no pool parties in the pool area.
3. The pool area is defined as the pool deck totally enclosed by fencing, including the pool.
4. All guests must be accompanied by a adult resident at all times.
5. No pets are permitted in the pool area at any time.
6. Proper swim attire only. No cut offs, only swim diapers for babies. This is a county public health ordinance.
7. Children under the age of 17 Must be accompanied by a responsible adult.
8. No bikes, scooters, skateboards, roller blades, yard games or playpens are permitted in the pool area.
9. No balls, kick boards, inflatable rafts, or toys allowed in the pool area.
10. No food or glass bottles allowed in the pool area.
11. No alcohol of any kind is allowed in the pool area.
12. Greaseless types of suntan lotion must be used instead of oil types.
13. No abusive language will be tolerated.
14. Running or horseplay in pool area is not allowed.
15. Smoking is allowed at tables or chairs only. Not in the pool. Please use ashtrays that are provided.
16. Place all trash and cigarette butts in the proper receptacles.
17. Always act with courtesy toward others. This policy includes the use of stereos.
18. All persons are encouraged to shower before entering the pool.
19. Any person with open wounds or sores is not allowed into the pool.
20. Management reserves the right to refuse entry or deny pool privileges to anyone not complying with the above policies.
21. Maximum capacity 85.

SECTION XXI: ELECTION POLICIES

SECTION XXII: ENFORCEMENT OF POLICES

Once a month three Board Members will walk the entire property, inside & outside, noting any maintenance issues & violations of the Declaration, Bylaws as well as the Rules & Regulations. Following their walk the information noted will be submitted to the Management Company.

1. Any complaint which alleges a violation of the Declaration, By-laws and Regulations shall be submitted in writing to the Association. The complaint shall be set forth in a witness statement and contain the following information:
 - a. The name, address and phone number of the complainant.
 - b. The Unit Owner's name, Unit number or address of the unit where the person or resident complained about resides.
 - c. The specific details or descriptions of the violations, including the date, time and location where the violation occurred.
 - d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings which may become necessary.
2. When a complaint is made pursuant to the above, the unit owner shall be notified in writing, by the managing agent, of the alleged violation.
3. If there is a violation:
 - a. First notice is a warning letter.
 - b. Second notice / violation is a fine of \$50
 - c. Third notice / violation is a fine of \$100
 - d. Fourth occurrence refer to legal
4. The Managing Agent shall also notify the President of the Board of Directors in writing, on a monthly basis, by submitting copies of all complainant letters received, copies of replies to the complainant and copies of letters sent to the offending unit owner advising of the alleged violation.
5. In the event the alleged violation is not the first violation by the unit owner, or in the event the violation is such that serious or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the unit owner's account and shall remain as due and owing if the unit owner is found guilty of the violation.
6. The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Illinois Condominium Property Act, Declaration, By-Laws or Rules and Regulations of the Association. All costs become the violating owner's responsibility.

SECTION XXII: ENFORCEMENT OF POLICES (continued)

7. If any unit owner charged with a violation either believes that no violation has occurred or that he/she has been wrongfully or unjustly charged hereunder, the unit owner MUST proceed as follows:
 - a. Within ten (10) days after the notice of violation has been received by the unit owner pursuant to the provisions herein, the unit owner must request a hearing in writing.
 - b. If a request for a hearing is filed, a hearing on the complaint shall be held before the Board Members. A notice of the hearing date will be sent to the unit owner as well as the person who filed the witness statement.
 - c. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his/her behalf. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation.

8. If no request for a hearing is filed within ten (10) days, the right to a hearing will be considered waived and the allegations of violations shall be deemed admitted by default.

9. Any unit owner assessed hereunder shall pay any charge imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the unit owner to all the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the unit owner's account, shall become a special assessment against the unit and shall be collectible as a common expense in the same manner as any regular or special assessment against the unit.

10. Notification of imposed charges are deemed served by mail following two days after deposit in the United States Mail provided that the notice has been sent by regular first class mail - postage prepaid, to the unit owner at the unit address, or to such other addresses as the unit owner shall have previously filed with the Board, and further provided that the notice sent by regular mail has not been returned to the Association undelivered. For units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.