

RULES AND REGULATIONS
OF
THE ENCLAVE AT COUNTRY LAKES
CONDOMINIUM ASSOCIATION

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PREAMBLE

These Rules and Regulations have been enacted by the Enclave at Country Lakes Board of Directors, and are intended to further the health, safety and welfare of the residents of the Association, and to ensure the proper maintenance and care of the Property. Nothing contained in these Rules and Regulations shall be construed to contradict the Declaration or the Bylaws of the Enclave at Country Lakes Condominium Association.

DEFINITIONS

Certain words and terms used in these Rules and Regulations are defined as follows:

- (a) The "Association" means the Enclave at Country Lakes Condominium Association.
- (b) The "Board" means the Board of Directors of the Association as constituted at any time and from time to time.
- (c) "Buildings" means all structures, attached or unattached, containing one or more unit.
- (d) "Bylaws" means the Bylaws of the Association.
- (e) "Common Elements" means all portions of the property except the units, including limited common elements.
- (f) "Leasing" for the purposes of these Rules and Regulations, is defined as regular, exclusive occupancy of a unit by any person or person other than the Unit Owner for which the Unit Owner may or may not receive any consideration or benefit.
- (g) "Limited Common Elements" means a portion of the common elements so reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces.
- (h) "Managing Agent" means the company hired by the Board to carry out the day-to-day tasks and functions necessary for the proper care and maintenance of the Property.
- (i) The "Property" means all land, property and space comprising the Enclave at Country Lakes, all improvements and structures erected, constructed or contained therein or thereupon, including buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Unit Owners.
- (j) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a unit and its appurtenant undivided ownership interest in the Common Elements.

**ARTICLE I
USE OF THE PROPERTY**

Section 1.01 Reporting of Crime or Suspicious Activity

- (a) The Property is located in the City of Naperville and all calls of complaint, vandalism, prowlers, disturbances, etc., should be directed to the Naperville Police Department (non-emergency 630-420-6666 or 911 for emergencies). If any suspicious activities are observed, notify the Police immediately. Write down any license plate numbers you observe.
- (b) Any acts of vandalism shall be first reported to the Naperville Police Department (non-emergency 630-420-6666 or 911 for emergencies) and then to the Managing Agent so that the necessary repairs may be completed.

Section 1.02 Fire Prevention Equipment

- (a) All buildings located within the Property are equipped with fire prevention equipment such as heat detectors, smoke alarms, system wiring, and other alarm components. Any individual found to have tampered with any fire prevention equipment may be fined. Individual unit owners shall accommodate annual testing of fire alarm components. Failure to accommodate annual testing of fire alarm components may result in the assessment of a fine pursuant to Section 7.01 of these Rules and Regulations.
- (b) Fire alarm malfunctions or necessary repairs should be reported immediately to the Managing Agent or the Board.

Section 1.03 Maintenance Requests

- (a) All maintenance requests can be called in or submitted in writing to the Managing Agent's Customer Service Department. EMERGENCY calls can be placed to Customer Service 24 hours a day, seven (7) days a week.
- (b) The Board has the power to terminate the Managing Agent, and will notify all Unit Owners of any such change in writing within a reasonable time.

Section 1.04 Structure Impairment and Alterations

- (a) No alterations of any kind may be made to the exterior portions of any building, including but not limited to roofs, siding, entry doors, windows, patios, driveways, garage doors, balconies, and sidewalks without prior written approval of the Board.
- (b) Unit Owners shall not undertake any significant maintenance or improvement project, including but not limited to sealing of driveways, without prior authorization from the Board. The Board may provide a list of authorized service providers, and/or standards for such improvements or maintenance pursuant to Section 8.04 of these Rules and Regulations.
- (c) Unit Owners shall be responsible for weatherproofing each unit's wood balcony by the application of a clear sealant to be applied at least once every two (2) years. Failure to timely seal the balcony or the use a tinted sealant may result in the assessment of a fine pursuant to Section 7.01 of these Rules and Regulations.
- (d) From time to time, the Board may hire independent contractors to undertake maintenance projects to repaint individual unit doors, apply sealant to driveways, or conduct other repairs or activities reasonably necessary for the upkeep of the Property.

(e) Nothing shall be done in, on, or to any part of the Common Elements or Limited Common Elements that would impair the structural integrity of any building or structure located on the Property. Except as otherwise provided herein, the attachment of any objects (including anything inserted into the siding) to the outside of any building is prohibited without prior written permission from the Board.

Section 1.05 Roofs

- (a) Only persons authorized by the Board are permitted on building roofs.
- (b) At no time shall anything be drilled, nailed, or affixed to building roofs.

Section 1.06 Antennas and Satellite Dishes

- (a) Antennas. At no time may any person install an antenna on the exterior or roof of any unit or building.
- (b) Satellite Dishes. The following rules apply to the installation of satellite dishes:
 - (1) Any person desiring to install a satellite dish must first obtain written approval from the Board before such installation.
 - (2) The Board will not approve the installation of any satellite dish exceeding 18 inches in width.
 - (3) A professional bonded satellite dish installer must perform all installations.
 - (4) The application for satellite installation must be submitted to the Board a minimum of seven days prior to the proposed installation date and must include a detailed description of the proposed installation location and specifications of the satellite dish. Additional information that must be included in the application is the name, address and phone number of the commercial installer and the proposed date of installation. The Board may, as a condition of approval to install a satellite dish, require the applicant to pay a deposit that shall be used for the repair of any damage caused by the installation and/or removal of the satellite dish. In the event repair costs exceed a unit owner's deposit, the applicant will be billed for the additional cost.
 - (5) Satellite dishes shall not be attached to any part of the roofs, soffits, gutters, or downspouts.
 - (6) No unsightly wiring configurations shall be permitted. All wires and/or cables must be encased in molding that matches the color of the building. When possible, existing wires and/or cables should be used.
 - (7) Any Unit Owner who attempts to, or in fact does, install a satellite dish, with or without Board approval, shall be responsible for any damage caused by the satellite dish being installed, maintained, or removed.
 - (8) After installation is complete, the applicant shall notify the Board that installation is complete and shall permit a follow-up inspection of the installation work.
 - (9) Damaged satellite dishes must be repaired or replaced as soon as practically possible. Repair or replacement of a satellite dish must be completed within seven (7) business days of notification of such damage by the Managing Agent or the Board. If such repair or replacement is not completed within seven (7) business days, the Unit Owner may be fined according to the provisions set forth in Section 7.01 of these Rules and Regulations.
 - (10) Before a satellite dish can be transferred to a purchaser upon sale of a unit, the original unit owner must inform the purchaser of the rules regarding satellite dishes. In the event a purchaser does not want to assume responsibility of a satellite dish, the seller

will be held responsible for all costs associated with restoring any area affected by the satellite dish to its original condition. If the purchaser desires to retain the satellite dish, then all applicable rules will apply to the purchaser.

(11) If at any time the satellite dish or the installation of the dish creates a situation that endangers the safety and welfare of the public or limits access, the Board shall have the right to order immediate removal of the satellite dish.

Section 1.07 Light Fixtures and Utilities

(a) Each Unit Owner is responsible for the replacement of burned-out light bulbs in the fixtures attached to the owned unit. Burned-out light bulbs shall be replaced as soon as reasonably possible. The Board or the Managing Agent may, in its discretion, replace burned out exterior light bulbs and charge the account of the Unit Owner responsible for such replacement.

(b) All bulbs in exterior lighting fixtures shall be of clear incandescent or soft white, compact florescent type, and the wattage thereof shall not exceed the maximum wattage prescribed for the fixture containing it.

(c) Every Unit Owner shall at all times maintain electric and gas service for his or her unit. Unit Owners shall ensure that the unit's furnace system remains in good working condition, and shall ensure that when outside temperatures are at or below freezing, the thermostat is set to at least 58 degrees Fahrenheit.

(d) No Unit Owner shall use any amount of water above an amount that is reasonably necessary for the normal operations of the unit household and for the watering of lawns and landscaping around the unit. Unit Owners must abide by any applicable water restrictions imposed by the City of Naperville.

(e) No person shall tamper with any other person's utility services, including but not limited to telephone, electric or water service. Any such tampering shall result in fines being imposed pursuant to Section 7.01 of these Rules and Regulations, and the cost of repair or restoration of service will be assessed to account of the Unit Owner responsible for such tampering.

Section 1.08 Storm Doors and Screen Doors

(a) Unit Owners shall not install any storm door or screen door without first notifying the Board of such planned installation. Any installed storm door or screen door must be white, the color of the doorframe, the color of the siding, or the color of the unit door. All doors must be "full view" glass or screen.

(b) The Unit Owner shall ensure that the door is installed in a workmanlike manner. The Board may require, at the Unit Owner's cost, the correction of any installation of a storm door or screen door not installed in a workmanlike manner.

Section 1.09 Windows

(a) No newspapers, cloths, sheets, or blankets may be used as window treatments. Temporary window treatments must be removed within four (4) weeks of moving into the unit.

(b) Broken windows and screens are the responsibility of individual Unit Owners. All screen and window repairs must be made as soon as reasonably possible, and all replacements shall conform in all respects to the original windows installed by the builder. The Board may mandate the use of specific vendors and replacement materials, and may require the replacement, at the Unit Owner's cost, of any replacement screens and/or windows that do not conform to the specifications of the original windows installed by the builder.

- (c) The Unit Owner is solely responsible for any damage caused by golf balls.
- (d) Window fans and window air-conditioning units are prohibited.

Section 1.10 Plantings and Hangings

- (a) Flowerbeds planted by Unit Owners are limited to original non-sodded areas adjacent to the building but not around trees and bushes remote from the building. Plantings must be installed in such a way as to not interfere with the functions or any maintenance equipment used for the maintenance of the Property and shall not hinder entrance to or exit from any unit. No planting may be higher than 36 inches.
- (b) No person may remove any plant from any landscaped area without the Board's prior authorization.
- (c) Vegetable or fruit plants are not permitted on Common Elements.
- (d) The Unit Owner must first obtain Board approval before planting any material other than existing beds. Once approved and changes have been made, the Association is no longer responsible for maintenance and replacement of that area. Any sod or other Common Element removed or damaged by any person or pet on the property shall be replaced at the expense of that Unit Owner who is responsible.
- (e) Unit Owners are responsible for the care and maintenance of any plantings (e.g., flowers) they install. The landscape contractor and the Association shall not be held responsible for any damage to bulbs, seeds, or plants when maintaining the landscaping or performing any other activity reasonably necessary for the maintenance of the Property.
- (f) Plants or vines that cling, crawl or affix to any part of buildings, including garages and balconies, are prohibited.
- (g) Potted plants shall not obstruct walkways. Planters or potted plants in back of buildings must be on the unit balconies or patios. Planters that hang over balcony railings must be securely fastened to the top of the rail. Planters shall not be attached to any part of the building.
- (h) No bird feeder or birdbath will be allowed on any sodded area, balcony, or patio.

Section 1.11 Grounds and Pond

- (a) Large items of sporting equipment including but not limited to outdoor basketball hoops are not permitted on the Property. Any toys, bicycles, recreational equipment, swimming, wading or "kiddie" pool or other personal items that are used outside of the unit on Common Elements or Limited Common Elements are required to be removed by sunset each day and stored away from outside view. Seasonal decorations are excluded from the provisions of this section and are governed under the Section 1.23 of these Rules and Regulations.
- (b) The ponds are aesthetic amenities only, and no other use thereof, including, without limitation, fishing, skating, wading, swimming, boating, playing, or use of any personal flotation devices or any recreational equipment is permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the unauthorized use of ponds.
- (c) No person shall place anything into the retention pond.
- (d) When near the pond, children must be supervised at all times.
- (e) No person shall use any sort of swimming or wading pool on the Property without first obtaining written approval from the Board for such use.

Section 1.12 Grills

- (a) Gas grills may only be operated on rear balconies, cement patios, or driveways. Charcoal grills may only be operated on the driveway, or on rear cement patios. Unless stored on a balcony or patio, grills are to be kept out of view.
- (b) The Unit Owner bears full responsibility for any damage caused by his or her use or storage of a grill, and any misuse may result in fines being imposed in accordance with Section 7.01 of these Rules and Regulations.
- (c) Every Unit Owner must comply with the City of Naperville Municipal Code, as amended from time to time, specifically with respect to the ordinance regulating the use of grills. The municipal code shall govern where in conflict with these Rules & Regulations.

Section 1.13 Signs

- (a) One standard type realtor or "For Sale By Owner" sign may be displayed in a front unit window while a house is on the market. General for sale signs shall not be affixed to buildings or staked into lawns. On Saturdays and Sundays between 10 a.m. and 5 p.m., "Open House" signs may be temporarily posted alongside driveways leading up to units that are for sale. In no event may any hole be dug to facilitate the posting of any sign. No balloons or streamers may be attached to these signs.
- (b) Except as provided in the above subsection (a), advertising signs or signs for business or commercial activities are prohibited from being displayed anywhere on the property.
- (c) Unit Owners may post a small "No Solicitors" sign inside the unit window next to the front door.

Section 1.14 Nuisance and Annoyance

- (a) No portion of the Property, including individual units, may be used for the storage of any thing that will cause any portion of the Property to be in an unclean, untidy, unsafe, or unsightly condition. No person shall keep any substance, thing, or material anywhere on the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb any person.
- (b) No actions tending to cause embarrassment, discomfort, annoyance, or nuisance to any person will be permitted.
- (c) No Unit Owner or occupant may make or permit any other person reasonably within his or her control to engage in any conduct that will interfere with the rights, comfort, or convenience of any other person.
- (d) No Unit Owner or occupant will play or operate any musical instrument, stereo, television set, or any similar device at such high volume or in such other manner that it will cause unreasonable disturbance to other Unit Owners or occupants.
- (e) The pursuit of hobbies or other activities, including but not limited to the assembly and disassembly of motor vehicles or other mechanical devices that might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

Section 1.15 Outside Appearance of Units

- (a) It shall be the responsibility of each Unit Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her unit.

(b) Garage doors must be kept completely closed except when the Unit Owner is present in the garage, or when necessary for entrance to or exit from the garage.

(c) All areas of Common Elements or Limited Common Elements are required to be maintained, free of any type of debris or litter. This includes, but is not limited to, newspapers, garbage bags, toys, or any other unsightly items.

Section 1.16 Conduct of Children, Guests and Others

(a) Children shall not play around the pond or in any place where they may endanger themselves or unnecessarily disturb other persons.

(b) Any damage caused to the Common Elements or Limited Common Elements by a Unit Owner, his or her guests, invitees, children, family, pets, etc. will be charged to the Unit Owner.

Section 1.17 Pets

(a) No animals other than dogs, cats, or other animals reasonably considered to be a household pet may be kept anywhere on the Property. No animals may be bred anywhere on the Property, nor may any animals be kept for any commercial purpose anywhere on the Property.

(b) The cost of repair or replacement of any portion of a Common Element or Limited Common Element damaged by a pet will be charged to the owner of such pet.

(c) While outside, all pets must be kept on a leash. Pets shall not be left unattended, staked, or leashed to, or on, any Common Element. Pets shall be controlled so as not to create a nuisance anywhere on the Property. Pet owners shall immediately remove and properly dispose of pet waste.

Section 1.18 Home Business/Commercial Activity

(a) No Unit Owner or occupant may conduct any business or commercial activity within or from any unit, unless the Unit Owner receives Board permission in advance of such business or commercial activity. In determining whether to approve of such activity, the Board may consider whether:

(1) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the unit;

(2) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and

(3) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, hazardous or offensive use, and does not threaten the security or safety of other residents of the Property.

(b) The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of compensation, regardless of whether:

(1) such activity is engaged in full or part-time;

(2) such activity is intended to or does generate a profit; or

(3) a license is required therefore. Notwithstanding the above, the leasing of a unit shall not be considered a trade or business within the meaning of this section.

(c) Every Unit Owner must comply with the City of Naperville Municipal Code, as amended from time to time, specifically with respect to the ordinance regulating homebased businesses. The municipal code shall govern where in conflict with these Rules & Regulations.

Section 1.19 Garage/Estate Sales

Only sales supervised and sanctioned by the Board are permitted on the Property. Individual sales at any other time are prohibited.

Section 1.20 Soliciting

The Association discourages solicitors and individual homeowners are asked to do the same. If any solicitor is acting suspicious please contact the Naperville Police Department (630-420-6666).

Section 1.21 Leafletting

No leaflets, posters, or flyers may be attached to any mailbox or unit door.

Section 1.22 Garbage and Recycling

- (a) Garbage, and other waste shall be kept only in sanitary containers. These containers shall be 32 gallon or smaller in size with a maximum of two (2) per Unit, not counting recycling containers provided by the City of Naperville. Each Unit Owner's address shall be printed on all containers and lids. Except for the purposes of collection, the containers shall be stored away from outside view. Such containers shall be brought to the curbside area for collection after 5 p.m. the evening prior to collection and must be retrieved by 11 p.m. the evening of collection.
- (b) Large items such as appliances, furniture, Christmas trees, etc. should be disposed of in accordance with Naperville ordinance.
- (c) No garbage may be burned on the Property.
- (d) Scavenging is prohibited.
- (e) All littering, including the improper disposal of cigarette butts, is prohibited on the Property.

Section 1.23 Seasonal Decorations

- (a) Seasonal decorations are permitted. Such decorations however, shall not be installed earlier than one month prior and removed no later than one month after the date of the holiday being celebrated. No decorations are permitted on the roof or attached to the siding. The Board must approve statues and lawn decorations. All decorations must be placed in a manner that is not hazardous to the safety of any person or property.
- (b) In no way shall any decorations prevent ingress or egress to the units. Further, it is the Board's desire to maintain uniformity and the aesthetic appearance of the complex, and, therefore, all decorations will be evaluated with this criterion in mind.
- (c) In the event there is any damage to a Common Element or Limited Common Element caused by any decorations (either through hanging, use, removal, or otherwise), the Unit Owner shall be responsible for all costs incurred for repair or replacement of the affected area. The Association will contract the appropriate vendor to make all necessary repairs, and will charge the cost of such repair(s) to the Unit Owner.

(d) Flags may only be displayed provided that such flag does not exceed 3' by 5' and is only mounted on balconies, wood trim, or on wood columns outside of unit entrances with a standard white surface mount bracket.

ARTICLE 2 VEHICLES

2.01 General Rules Regarding Vehicles

- (a) All vehicles are restricted to paved surfaces, such as the streets and driveways on the property.
- (b) There shall be no routes of passage across any portions of the Common Elements, including all lawn areas and sidewalks. A City of Naperville ordinance states that cars on driveways cannot block sidewalks or fire lanes.
- (c) Vehicles such as boats, trailers, RVs, mobile homes, off-road motorcycles, and vans or trucks used for commercial propose either owned/used by an owner or guest are not permitted to be parked anywhere in the Common Areas or Limited Common Areas.
- (d) Motorcycles, mopeds, mini-bikes and off road vehicles shall not be parked on driveways or sidewalks within the community. Parking of said vehicles is limited to garages and street parking as permitted by the Naperville City Code.
- (e) Snowmobiles may not be operated anywhere on the Property. Mini-bikes and off-road vehicles shall not be operated anywhere on the Property. Motorcycles and mopeds may only be operated on the property for purposes of ingress and egress.
- (f) Repairs to vehicles are not permitted on the Common Elements or Limited Common Elements.

Section 2.02 Traffic and Parking

- (a) Vehicles shall not be parked, maintained, or stored in a manner that interferes with ingress to or egress from units, garages, or any portion of the Common Elements or Limited Common Elements.
- (b) No commercial vehicle shall be parked on the street, Common Area, or Limited Common Area unless such commercial vehicle is, at the time of being parked, being used for normal commercial purposes and so long as such parking is only for the period of time necessary to provide the commercial services requested by a resident or the Association.
- (c) If a Unit Owner or occupant is in possession of a Commercial Vehicle, this vehicle must be parked in a garage with the door closed. A Commercial Vehicle is any vehicle used for commercial purposes and/or any vehicle that has commercial signage affixed to it and/or any truck that is greater than 3/4 ton.
- (d) At no time will inoperable vehicles (e.g., due to flat tires, general disrepair, etc.) be allowed in any exterior parking area.
- (e) Vehicles must be parked so that the passenger side of the vehicle is against a curb.
- (f) Vehicles in violation of any of the aforementioned items will be ticketed by the Naperville Police and/or subject to fines according to the provisions set forth in Section 7.01 of these Rules and Regulations.

Section 2.03 Towing

- (a) The provisions set forth in this Section are intended to supplement, but not replace the policies and procedures regarding enforcement set forth in Article 7 of these Rules and Regulations.
- (b) In the event of a violation of these vehicle rules, the Board or its duly authorized agents will send a notice of violation to the Unit Owner or will prominently affix a parking violation notice to the vehicle. Any parking violation notice under these Rules and Regulations shall also be deemed a notice of violation under the policies and procedures regarding enforcement set forth in Article 7 of these Rules and Regulations, and vice-versa, regardless of whether or not both types of notice are sent to the Unit Owner.
- (c) Any failure to protest a notice of violation under these rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being assessed to the Unit Owner as set forth in the policies and procedures regarding enforcement.
- (d) In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions:
- (1) Record, to the extent possible, the vehicle identification, including license number, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations. The Association in the manner designated by the Board shall keep all such records of violations.
 - (2) Identify or attempt to identify the Unit Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
 - (3) Identify or attempt to identify the vehicle owner, if not a Unit Owner, and notify that owner of the violation.
 - (4) Notify the local government authorities, asking that they issue a citation and remove the vehicle.
- (e) In addition to the other provisions for enforcement contained herein and in the policies and procedures regarding enforcement, the Board shall have authority to order that vehicles which are parked in violation of these Rules and Regulations be towed under any of the following circumstances:
- (1) When a vehicle reasonably appears to have been abandoned, and a Notice of Violation was affixed to the vehicle at least seven (7) days earlier.
 - (2) When a vehicle is parked in a fire lane, or is parked in a manner that presents an immediate danger to the property or to the health, safety and welfare of any person therein. In such circumstances the vehicle may be towed immediately without notice to the vehicle owner.
 - (3) When a vehicle is parked in violation of any of these Rules and Regulations and the owner of the vehicle has committed at least two (2) prior violations of any provisions of these Vehicle Rules. In such circumstances, the vehicle may be towed immediately upon the occurrence of the third or subsequent violation without notice to the vehicle owner.
 - (4) At any time the vehicle is blocking the ingress and egress of a unit. In such circumstances, the vehicle may be towed without notice to the vehicle owner.
- (f) Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event the vehicle owner is a Unit Owner, the costs and expenses may be assessed to the Unit Owner as a common expense.
- (g) After receiving notice of a violation or when a Parking Violation Notice has been affixed to an owner's vehicle, the Unit Owner must follow the procedures set forth in the policies and procedures regarding enforcement, or the violation will be deemed admitted.

(h) The Board may designate one or more persons or committee to send notices of violations and affix parking violation notices on vehicles.

(i) Notices and Authorizations to Tow.

(1) When any tow is permitted under these Rules and Regulations, the duly authorized agents for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to ensure that no breach of the peace shall occur.

(2) All towing shall be authorized on an individual basis only. The Board will not give any general authorization to a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these Rules and Regulations.

ARTICLE 3 INSURANCE

Section 3.01 Obligation to Obtain Insurance as Required by the Illinois Condominium Property Act

Unit Owners shall obtain all insurance that is required by Section 12 of the Illinois Condominium Property Act, 765 ILCS 605/12. Without limiting the general applicability of the foregoing, Unit Owners shall purchase a liability policy to protect against damage caused to the personal property of another resident, whether caused by negligence or not.

Section 3.02 Power of the Board to Require Proof of Insurance

The Board may require that Unit Owners submit written proof of any insurance required under these Rules and Regulations.

ARTICLE 4 NON-OWNER OCCUPANCY

Section 4.01 Leasing

(a) Units may be leased only in their entirety. No transients may be accommodated in any unit. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner at least thirty (30) days prior to the date of execution of the lease. Each lessor shall provide a signed copy of the lease for his or her unit to the Managing Agent no less than ten (10) days before the date of occupancy. Any expenses incurred by the Association in obtaining such document shall be assessed to the Unit Owner.

(b) The Owner must provide to the lessee at least one copy of the Declaration, By-Laws, and these Rules and Regulations, and the lessee shall be subject to and shall comply with all the terms thereof.

(c) All Unit Owners who do not reside in their unit shall provide the Board with their permanent residence address and phone numbers where they may be reached both at home and at work. 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 address of the unit, and the board shall not be liable for any loss, damage, injury, or prejudice to the rights of any such Unit Owner caused by any delays in receiving any notice.

(d) Every lease must be for a period of at least six (6) months, unless prior written approval from the Board is obtained.

- (e) Every lease must be in writing. The lease must list by name all individuals who intend to live in the unit over the complete term of the lease. If at any time during the term of the lease, any other individuals wish to live in the unit, the Board must first approve of such occupancy.
- (f) Any Unit Owner that has a primary residence greater than 50 miles from the Property shall retain a Managing Agent during the entire term of the lease to manage and oversee the unit and the tenant. The Board shall be provided with the name and phone numbers of this agent prior to the execution of the lease.
- (g) Any lease must be in conformity with the Declaration, By-Laws and Rules and Regulations, as amended from time to time. Owners are responsible for acts of their tenants. Every lease must contain, or have a rider that contains the following provisions:
- (1) that the lessee is bound by the Declaration, Bylaws and these Rules and Regulations;
 - (2) that any violation of the Declaration, Bylaws and/or these Rules and Regulations is grounds for termination of the lease and/or eviction;
 - (3) that no subletting or assignment of the unit is permitted without first obtaining approval in writing from the lessor and the Board;
 - (4) that the lessee will promptly notify the Unit Owner and the Managing Agent of any physical accident involving or defects in any portion of the unit;
 - (5) that any authorized agent of the Association may enter the unit without notice in case of an emergency, and that the Association shall not be liable for any damages caused by such entry except for that caused by any negligence on the part of such agent; and
 - (6) that the Unit Owner remains ultimately liable for the payment of Assessments.
- (h) Any lessee is subject to the Declaration, Bylaws and Rules and Regulations to the same extent as the Unit Owner leasing the unit. The Board may pursue any and all remedies available to it at law or in equity to terminate the lease and/or evict the lessee from the leased unit.
- (i) All expenses of the Association incurred in connection with any violation of these provisions relating to leasing shall be assessed to the account of the Unit Owner leasing the unit.
- (j) Provisions herein that relate to the execution of new leases shall become effective upon the expiration of any lease, which is currently in effect. However, the requirements of these Rules and Regulations regarding existing leases are effective immediately. A Unit Owner leasing his or her unit to a tenant shall supply the Board with a duplicate copy of all existing leases no later than thirty (30) days after the adoption of these Rules and Regulations.

ARTICLE 5 CONVEYANCE OF UNITS

Section 5.01 Sale of Unit and Moving

- (a) The selling Unit Owner shall provide to the Association a formal written notice of intent to sell and the proposed date of closing. Included must be the names, address, and phone number of the proposed new owner. This information should be provided at least 30 days prior to closing, so the Association or its agent may forward a welcome packet and assessment materials in a timely manner.
- (b) A Unit Owner wishing to sell his or her unit must obtain a letter from the Board, before closing, stating that all assessments are current.
- (c) Parking or driving on any Common Elements including but not limited to grassy areas is strictly prohibited for move-ins, move-outs, or deliveries.

(d) Any debris remaining after a moving procedure or delivery are completed shall be removed and disposed of properly at the expense of the Unit Owner.

ARTICLE 6 ASSESSMENTS and COLLECTIONS

Section 6.01 Power of Board to Collect Assessments

- (a) The Illinois Forcible Entry and Detainer Act, 735 ILCS 5/9-101 et seq., as amended, authorizes the Association to pursue forcible entry and detainer proceedings for delinquent assessments and other monies owed the Association. These proceedings may result in a Unit Owner's loss of possession of his or her unit.
- (b) All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first day of each month.
- (c) A late charge of \$25.00 will be assessed to payments received after the 15th of the month.
- (d) The Association may commence legal proceedings against any Unit Owner that is in arrears in monthly or special assessments.
- (e) Once a delinquent account is turned over to any outside source for collection, whether collection agency, legal counsel, or otherwise, all reasonable costs and fees related to such collection becomes the responsibility of the Unit Owner.

Section 6.02 Special Assessments

The Board may, from time to time, collect special assessments.

ARTICLE 7 VIOLATIONS and FINES

Section 7.01 Enforcement

- (a) Any Unit Owner who believes that a person has violated any provision of the Declaration, By-Laws, and/or these Rules and Regulations may submit a signed, written complaint to the Board of Directors immediately upon discovery of such violation.
- (b) Upon the discovery of a violation of the Declaration, Bylaws, and/or these Rules and Regulations, the Board will notify the violating Unit Owner or occupant in writing by regular mail, and a fine will be assessed to the violating Unit Owner's account as provided in this Section. Unless the Unit Owner has previously provided the Board a written notification regarding a different permanent address, the notice of violation will be mailed to the unit address.
- (c) Upon determining that a violation has occurred, the Board shall assess a fine to the violating Unit Owner's account. Such fine shall not be less than \$25 or more than \$250. The Unit Owner shall be assessed an additional fine for each subsequent ten day period or portion thereof in which the violation remains uncured. The total amount of fines that may be assessed against a Unit Owner's account for a single uncured violation may exceed \$250. The Board will send notification of the initial fine amount assessed to the violating party's account.
- (d) The Board has the power to determine whether any attempts at curing the violation have been successful.
- (e) Nothing contained in this Section shall alter or affect the Board's right to seek any available remedy it may have under the Declaration, Bylaws, and/or in law or in equity to enforce

compliance with these Rules and Regulations. Furthermore, the provisions of this Section shall not alter or affect the Board's right to take immediate action to remedy any violation that causes a risk of harm to life, limb, or property.

Section 7.02 Hearing Procedure

(a) Any Unit Owner who desires to dispute a notice of violation that has been served upon him or her will be required to submit to the Board, in writing, his or her position regarding the violation and may request a hearing with the Board. After reviewing the circumstances, the Board shall determine the appropriate form of the hearing. The Board has the discretion to conduct an oral hearing, or to conduct the proceedings through written correspondence. Any oral hearing that is granted will be conducted following the adjournment of a regularly scheduled Board meeting. The decision of the Board regarding the disputed violation shall be made by a majority vote of the Board and shall be final and binding on the Unit Owner.

(b) No oral hearing will be conducted with any Unit Owner who has not submitted his or her request and position to the Board in writing at least fourteen (14) days prior to the regularly scheduled meeting.

(c) All fines and expenses incurred will be assessed to the Unit Owner's account regardless of their pending request for a hearing or dispute of the violation.

ARTICLE 8 COMMUNICATIONS WITH THE BOARD AND MISCELLANEOUS INFORMATION

Section 8.01 Communications With the Board

Any communications with the Board may be made through the Managing Agent or the Enclave at Country Lakes website, www.theenclaveonline.com.

Section 8.02 Association Forms

The Board may, from time to time, create forms for use by Unit Owners to communicate information to the Board, or for any other purpose that the Board determines is reasonably necessary for the convenience of the Unit Owners and/or the Board. The Board will take reasonable steps to make such forms readily available to Unit Owners.

Section 8.03 Mandatory Forms

The Board may mandate that certain forms be completed by Unit Owners or lessees and returned to the Board. Such forms include but are not limited to Emergency Contact Information Forms, Proof of Insurance Forms, and the like. The Board shall indicate on the form provided that its completion and submission is mandatory. Failure to complete and submit a mandatory form may result in the assessment of a fine pursuant to Section 7.01 of these Rules and Regulations.

Section 8.04 Duty to Maintain Accuracy of Information

It shall be the responsibility of the Unit Owner to ensure that all information submitted to the Board through any form or otherwise is current and accurate. In no event shall the Association

be liable for any act or omission caused by the failure of any Unit Owner to maintain the information submitted.

Section 8.05 Miscellaneous Information

The Board may employ reasonable means to make available to Unit Owners information relating to such topics as standards for the maintenance of the Property. Nothing contained in such standards shall be interpreted as being contrary to the provisions set forth in these Rules and Regulations.