

RULES AND REGULATIONS GLENDALE LAKES TOWNHOME ASSOCIATION PHASE II

The following rules are in addition to those specified in the Declaration of Covenants and Restrictions and in the By-Laws of the Glendale Lakes Townhome Association Phase II.

I. FINANCIAL

- a. Monthly association assessments are due the first of each month. Assessments are due regardless if an invoice is received or not. Mail your assessment to the location as directed by the Board.
- b. Monthly association assessments not postmarked by the 15th of the month are subject to a late fee of \$35.00. (Rules Amendment 01/07/2008)
- c. Violations of covenants, bylaws, and/or adopted rules and regulations will result in directives to correct such violations. Violations may be subject to fines and/or additional charges determined by the Board of Directors to remedy the violation.
- d. *The Board may reserve the right to file a lien, or file for court action if there are any unpaid assessments, fines, special assessments.*

II. MODIFICATIONS

- a. All proposed changes to the homeowner's property or common areas or exterior, including: windows, patio door, light fixtures, garage doors, satellite dishes, landscaping changes, patios, etc. or not specifically addressed herein must be submitted in writing to the Board of Directors for approval. Contact the Management for an Architectural Modification Form, which needs to be submitted to the Board for approval at their next meeting. Unauthorized changes will result in directives to correct the unapproved changes or could result in fines being assessed to the homeowner's account.

III. PETS

- a. No livestock, rabbits, reptiles, poultry or pigs are allowed. No more than two (2) dogs per unit will be allowed to be owned by a resident or present on the premises at the same time. In accordance with the Village of Glendale Heights no more than 4 pets are allowed in the aggregate (Rules Amendment 04/13/2011).
- b. Each pet owner must register the pet(s) with the association by completing the Unit Owner Information Sheet and submit pictures with his/her pets (**Note: The picture is required for dog(s) and cat(s).**) Failure to provide such information is subject to a fine not to exceed \$50 per day, being considered a violation of a continuing nature (Rules Amendment 04/13/2011).
- c. In accordance with the City of Glendale Heights ordinance, pets must be leashed at all times when outside a unit. The Association will levy a fine, in accordance with the Schedule of Fines, to any Owner who's pet or tenant's pet is unleashed or found loose in the complex.
(Rules Amendment 01/07/2008)
- d. Pet owners must clean up after their pet immediately, regardless of whether the defecation is on their own yard or another yard. The Association will levy a fine, in accordance with the Schedule of Fines, to any Owner when defecation is not picked up immediately.
(Rules Amendment 01/07/2008)
- c. No pet shall be allowed to create a nuisance or unreasonable disturbance, including excessive noise levels, or do damage to Association property. (Rules Amendment 01/07/2008)
- d. Leashes, ropes or chains may NOT be tied to any portion of the building's exterior, including the posts at the front of the units, fences, or around any common area trees or other plant material. (Rules Amendment 01/07/2008)
- e. Pet owners must accompany their pet at all times when staked (tethered) outside the unit. Stakes shall only be allowed in the plant bed areas nearest to the unit. No pets shall be staked outside between the hours of 10:00 p.m. and 6:00 a.m. (Rules Amendment 01/07/2008)

- f. No exterior animal shelters may be constructed on individual or common property. (Rules Amendment 01/07/2008)
- g. An Owner is responsible for the actions of pets of anyone living in or visiting his/her unit, and the costs of repairing or remedying any damage caused by a pet shall be charged to the owner responsible. (Rules Amendment 01/07/2008)
- h. Litter, damage, or other problem caused by a pet should be reported to the Managing Agent, identifying the pet and the owner of the pet, or, if ownership cannot be determined, the address of the residence in which the pet is kept. (Rules Amendment 01/07/2008)
- i. *No breeding of any type of animal is allowed, per village ordinance.* (Rules Amendment 01/07/2008)
- j. *The attached Witness Statement Form may be used for complaints* (Rules Amendment 01/07/2008)

IV. DAMAGE ASSESSMENTS

- a. The replacement or repair of damaged property caused by the homeowner, *residents, children, guests, or pets* is at the expense of the homeowner *that has been found liable.*
- b. Periodic reviews of all buildings and landscaped areas will be made by the Board of Directors or their appointed agent to determine the extent of any damage and the cost of repair. Special assessments (*finer*) *to the homeowners that caused the damage* will be made by the Board to cover the cost of any repair work.

V. LANDSCAPE CARE

- a. Watering of all lawn and landscape areas is the responsibility of the individual homeowner. Any repairs for damage caused by insufficient watering will be assessed to the homeowner.
- b. Plantings of flowers in beds around units are permitted as long as no damage is done to existing plantings and shrubs. Destruction or damage to existing shrubs, bushes, sod, or trees caused by the planting of flowers shall be assessed to the homeowner causing the damage. Care and maintenance of such plantings as well as planters are the responsibility of the homeowner. Remove planters, if possible, during the winter months. Planters shall not be placed on any sodded area *or attached to the house.*
- c. Changes in any area where grass is currently in place (e.g. putting in new shrub or extending an existing bed) must be approved by the Board of Directors. The addition, removal, or moving of any shrub or tree must be submitted to the Board of Directors for approval including any dead bushes.
- d. *The replacement cost of sod and/or grass seed may be billed to the homeowner, upon the discretion of the Association. This would include a homeowner not watering, leaving tire tracks, or heavy foot traffic on the yard.*
- e. Except as may be authorized elsewhere in the Rules (Seasonal decorations) no advertising or event lawn ornaments, signs and banners shall be mounted or posted in the lawn areas or on the exterior of the building for more than 72 hours without prior Board approval (Rules Amendment 04/13/2011).
- f. No more than an aggregate of 3 bird feeders, bird houses or bird baths of any kind are permitted. Any combination of the above mentioned items will not exceed 3 items in total. The items are allowed to be located in the plant bed area and/or on the patio (Rules Amendment 04/13/2011).
- g. No industrial or commercial buckets, totes or recycled garbage containers may be stored outside or used as planters (Rules Amendment 04/13/2011).

VI. PATIO FURNITURE AND GRILLS

- a. Patio furniture and grills shall remain on patio when not in use. No personal property shall be left in the yard or in the common area.

- b. Coals shall not be dumped on lawns or in any area beyond the homeowner's property line. *Grills must not be used next to the building or bushes, which will cause heat damage to either.* Grills shall not be used at the front of the unit or inside the garage.
- c. No Fire pits (in ground or above ground), clay fireplaces, gas lamp posts or open flames are permitted (Rules Amendment 04/13/2011).

VII. SEASONAL DECORATIONS

- a. Seasonal decorations may not be displayed more than one (1) month prior to the holiday and must be removed no later than one (1) month after the holiday. (Rules Amendment 01/07/2008)
- b. No holiday displays shall be erected on roofs. (Rules Amendment 01/07/2008)
- c. Holiday decorations must be attached to the Unit's exterior only in a removable manner. However, nothing may be attached to the building in such manner as to damage the building, light fixtures, siding, trim, fascia, soffits (side), gutters and downspouts. Unit Owners are responsible for any common area damage caused by decorations or their installation or removal. The Association will repair any damage to the common areas and charge that expense back to the responsible Unit Owner. (Rules Amendment 01/07/2008)

VIII. BUILDING

- a. No homeowner shall make any additions to; remove from, or alterations to the exterior element of any building without prior approval of the Board. *The buildings need to remain uniform as much as possible.*
- b. Storm doors must be *either off-white or white* in color and installed in accordance with existing rules and regulations.
- c. Landscape lights along walks and around patios and porches must be confined to 12" in height. These lights may only be placed along the sidewalk leading to the doorway and along the sides of patios. All landscape lights must be maintained at the owner's expense. Neither the Association nor its contractors are responsible for damage to lights caused by typical maintenance.
- d. All games and play equipment belonging to children or adults shall not be left in the common areas overnight. *Baby swings must be removed daily from tree areas, due to Association liability.*
- e. 18" or smaller satellite dishes may only be attached to one vertical board in rear of chimney, in place of a band supporting it around the chimney. Silicone caulk must be applied to all screws on the mounting bracket. One dish per unit. The installation may only take place after the correct forms are submitted to the Board of Directors for approval.
- f. No antennas, cables, wires etc. shall be installed on the exterior of any unit in any manner without Board approval. Satellite dishes must be installed within Association specifications.
- g. No pet stakes or any other stakes and/or tethers may be placed on common areas without consent of the Board - please refer to Pet Rules (III, #B)
- h. Garage doors shall not be left open when not attended. Barbequing in garages is prohibited.
- i. No alterations may be made to garage doors without first contacting the Management Company for approval. The Board has certain specifications for new garage doors, including color and model options. Homeowners will be fined and/or forced to replace the garage door if not in compliance. No garage shall be converted to or used as living quarters.
- j. Basketball backboards or other game equipment shall not be installed on the exterior of any unit. The placement of temporary basketball backboards (i.e. backboards that are portable and may be moved) on or near an owner's driveway is acceptable provided it does not become an inconvenience to other owners. Usage of game equipment is permitted only between the hours of 10:00 a.m. and 8:00 p.m. Equipment must be stored in the unit while not in use.
- k. No deck or patio extensions shall be allowed *without Board approval.*

- l. All homeowners must grant reasonable access to the Association (or its Contractors) to their unit for the purpose of maintenance. Failure to do so will result in legal action, the cost will be incurred by the homeowner.
- m. Windows cannot be without treatments for more than a 30 days period. Sheets, newspapers, etc are not considered appropriate window treatments. Nothing shall be placed or mounted in the window which extends beyond the screen track of the unit window without Board's approval.
- n. Tents- Canopies over the patios are allowed – 24 hours before occasion, down after 24 hours.
- o. The installation of Astroturf or any other type of covering or the painting of any patio is prohibited.
- p. Patios shall not be used for general storage of any kind other than the seasonal storage of patio furniture and grills.
- q. **“For Sale”** or **“For Rent”** signs may be displayed according to the following cycle: (a) display for up to sixty (60) consecutive days; and (b) removal for at least thirty (30) consecutive days. (“Sold” signs must be removed with seven (7) days.)
“For Sale” or **“For Rent”** signs may be displayed one per unit only, in the following location:
 1. Second story window, rear of the unit, ONLY;
 2. Second story window; front or
 3. Posted in lawn
 (Rules Amendment 01/07/2008)
- r. Exterior lights can be only clear bulbs or white, with the exception of the seasonal light bulbs, which are subject of the Seasonal Decorations Rules. (Rules Amendment 04/13/2011).
- s. Garage Sales: (Addition-Rules Amendment 04/13/2011)
 - 1) Individual garage sales should be proposed to the Board of Directors by any unit owner by submitting a written request to the property manager before the first day of the garage sale. Note: A Village permit is required.
 - 2) Displays of items to be sold in a garage sale must be confined to the unit owner's garage and the portion of driveway in front of that garage.
 - 3) No items to be sold may be left outside of the unit or garage overnight during the sale, before or thereafter.
 - 4) “Garage Sale” signs will be allowed only on the day of the sale. Such signs may be displayed no earlier than 7:00 am and must be removed within two (2) hours after the sales ends or by 9:00 PM; whichever is first.

IX. TRASH REMOVAL

- a. Trash removal is covered by the Association, included in your monthly assessment. The waste hauler collects trash and recyclables weekly (currently on Thursday). Collection is delayed one day if holiday falls during that week (Rules Amendment 01/07/2008)
- b. Residents must contact the waste hauler (currently Allied Waste Systems) at (630) 469-1036 to dispose of large appliance items such as refrigerators, dishwashers, hot water tanks, etc. All doors must be removed before such items are placed outside the unit for pick-up.
 (Rules Amendment 01/07/2008)
- c. Trash and recyclables shall be placed outside as follows: November 1 through March 31 - no earlier than 4:00 pm on the day prior to collection and April 1 through October 31 - no earlier than 6:00 pm on the day preceding pick-up, in accordance with the Village of Glendale Heights.
 (Rules Amendment 01/07/2008 & 04/13/2011)
- d. All trash and recyclables must be bagged, tied securely and placed in a container with a securely fastened cover. Brown paper bags and boxes are not considered a suitable trash container. Trash containers must not exceed 70 lbs. Recyclables must be placed in proper containers, in accordance with the Village of Glendale Heights, and properly secured in a manner so debris will not blow out of the container. (Rules Amendment 01/07/2008)

- e. All trash and recyclable containers must be removed from curbside no later than 7:00 a.m. on the day after collection. No container may be kept on the exterior of any unit or any common area. (Rules Amendment 01/07/2008)
- f. Occupants are responsible for the daily removal of newspapers, loose trash and advertising material from the front and porch areas of the Unit. (Rules Amendment 01/07/2008)
- g. All containers (trash and recyclable) are to be marked (permanent marker) in the interior side of the lid with the Unit address (Rules Amendment 01/07/2008 & 04/13/2011)
- h. Littering is prohibited, including cigarette butts. (Rules Amendment 01/07/2008)

X. NOISE ABATEMENT

- a.. Unit owners, residents and guests are prohibited from engaging in any activities within the Units or on the common areas that create noise levels at any time that cause a nuisance or disturbance to other residents. (Rules Amendment 01/07/2008)

XI. PARKING

- a. Parking should be confined to each unit owner's garage and driveway servicing the unit, which constitutes two parking spots. Residents are expected to use the garage as a parking spot, if there is more than one car associated with the unit. Additional parking areas are intended for guest parking **only**. No commercial vehicle, truck, recreational vehicle, or inoperable or unclaimed vehicle shall be allowed to park in the guest parking areas. This includes mobile homes, trailers, storage units, plows, boats, etc. Improperly parked vehicles/units will be towed at the owner's expense. NOTE: Village code I 1-4-2, sections D & E prohibits any vehicle, car, truck or trailer with any commercial name or other identification from parking in public parking areas of a curbside. (Rules Amendment 01/07/2008)
- b. Village ordinance prohibits parking of any vehicle in such a manner that it obstructs any portion of public sidewalks. Public sidewalks are provided for pedestrian traffic only. (Rules Amendment 01/07/2008)
- c. The Management Company and the Board are authorized to send notice of violations and to affix parking violation notices on all vehicles violating these rules.
- d. All vehicles are restricted to paved surfaces, including the streets, courts, driveways and parking areas on the property. (Rules Amendment 01/07/2008)
- e. Vehicles shall not be parked, maintained, or stored in a manner which interferes with the ingress to or egress from the garage drive area or other portion of the property. (Rules Amendment 01/07/2008)
- f. No boats, box and/or semi truck, vehicles with plows attached, recreational vehicles, campers, storage units, trailers or other vehicles or objects shall be parked or stored on any portion of the premises (excluding the garage) for a period of more than twenty-four (24) hours without prior Board approval. Permitted vehicles include vehicles up to 5,500 pounds per vehicle or licensed as passenger vehicles. (Rules Amendment 01/07/2008)
- g. Any attachments to a motor vehicle (bolted or unbolted) shall not be stored on driveways or in designated parking areas. Such attachments must be stored within the Owner's or Resident's garage. (Rules Amendment 01/07/2008)
- h. All vehicles (including commercial vehicles garaged by residents) must be kept in good repair and appearance at all times, as deemed by the Board. (Rules Amendment 01/07/2008)
- i. No major mechanical work will be permitted on driveways, lawns, or common areas, except emergencies such as tire and/or battery repairs. All other automotive work, bodywork, painting, etc., is prohibited. (Rules Amendment 01/07/2008)
- j. Parking of any motorized vehicles is prohibited on the laws areas, on sidewalks or across sidewalks. (Rules Amendment 01/07/2008)
- k. Snowmobiles shall not be operated anywhere on the property. Mini bikes, mopeds and motorcycles shall not be operated on the property, except for the purpose of ingress and egress. (Rules Amendment 01/07/2008)

- l. Stop signs and traffic controls must be obeyed subject to enforcement by the Village of Glendale Heights The speed limit is 25 mph throughout the community (Rules Amendment 01/07/2008)
- m. No parking is permitted within 15 feet of the fire hydrants, wherever located. (Rules Amendment 01/07/2008)
- n. Vehicles must be removed from driveways for snow removal equipment or any other contracted work (painting, seal-coating, asphalt, etc.) upon notice from the Association's Board or Managing Agent. Any costs incurred by the Association due to failure of the removal of any vehicle shall be at the Unit Owner's expense. Failure to comply may result in the vehicle being towed.
When going on vacation, out-of town, etc, residents are encouraged to make arrangements for their vehicle(s) to be moved when parked on the common property should snowfall occur (2" or more). (Rules Amendment 01/07/2008)
- o. Vehicles may not be left unattended in designated additional parking areas for a period of more than five (5) consecutive days. (Rules Amendment 01/07/2008)
- p. Abandoned vehicles are not permitted on the common property. A vehicle is considered abandoned and subject to being towed for any of the following reasons:
 - 1) It is inoperable in its present condition because of disrepair.
 - 2) It has not been moved for five (5) consecutive days or more and is apparently deserted.
 - 3) It does not have a current, valid license plate.
 - 4) It has been deserted as clearly indicated by the acts of the Owner and the condition of the vehicle, and/or is stored for the purpose of sale.

(Rules Amendment 01/07/2008)
- q. Any damage to the common elements caused by a vehicle shall be repaired by the Association. All costs incurred will be charged back to the Owner who owns the vehicle, to whose unit the vehicle is registered or whose guests or licensee brought the vehicle on the property.
(Rules Amendment 01/07/2008)

See Rule amendment dated March 10, 2017 regarding to Parking

XII. ADMINISTRATION OF PROPERTY

- a. Any comments or complaints regarding Association or property administration must be submitted by the Unit Owner in writing to the Board, in care of the Management Agent. Any supportive documentation must be included in the submission. (Rules Amendment 01/07/2008)
- b. Repair or maintenance requests must be made by phone or in writing by the Unit Owner to the Managing Agent. (Rules Amendment 01/07/2008)
- c. All Unit Owners must provide a completed Information Sheet to the Managing Agent within 30 days of closing or occupancy. Failure to provide the completed Information Sheet will result in a fine until received. The Board may request this information at any time to update the Association's files. (Rules Amendment 01/07/2008)
- d. An inspection of the exterior of the unit will be required to be performed by the Board of Directors, property manager or their designee agents prior to and after the move-in and move-out of a resident. A \$50.00 move-in and \$50 move-out fee will be charged against the owner's assessment account for the inspection services. The unit owner must inform the association one week before the scheduled change in residence (Rules Amendment 04/13/2011)
- e. No portable storage unit or portable container may be on a driveway or any common area more than 24 hours without prior approval from the Board. An inspection of the exterior is mandatory indifferent of the period of time necessary for storing the unit/container (Rules Amendment 04/13/2011).

XIII. LEASES, TENANTS, AND NON-RESIDENT UNIT OWNERS

- a. Prior to non-occupancy, all non-resident Unit Owners must provide the Managing Agent with an updated Unit Owner/Resident Information Sheet. Any expense of the Association incurred locating a Unit Owner who fails to provide such information shall be charged to the Unit Owner's account. Any Unit Owner who fails to provide such information agrees to receive notices only at the address of the Unit. Consequently, the Association is not liable for loss, damage, injury or prejudice to the rights of any such Unit Owner caused by any delays in receiving such notices. A Unit

Owner/Resident Information Sheet pertaining to the tenants also must be submitted by all non-resident Unit Owners. (Rules Amendment 01/07/2008)

- b. No Unit Owner may lease less than the entire Unit, nor may the Unit be leased for transient hotel or business purposes. Each lease must be for a term of not less than 30 days. Any Unit Owner leasing a Unit shall deliver a copy of the signed lease to the Managing Agent within ten (10) days after the lease is executed and prior to occupancy. The Unit Owner must comply with all leasing requirements, including Article X of the Declaration. Subleasing is strictly prohibited. (Rules Amendment 01/07/2008)
- e. The Association may proceed against a tenant and the Unit Owner, in law and equity, for any breach by the tenant of the Declaration, By-Laws and these Rules & Regulations. All legal and equitable remedies shall be available to the Association against the tenant and the Unit Owner in the event of any violation. (Rules Amendment 01/07/2008)
- f. The Unit Owner is responsible for providing copies of the Declaration, By-Laws and Rules & Regulations to the tenant. All leases are deemed to include the provisions of the Illinois Condominium Property Act and the Declaration and By-Laws of the Association. All leases must include provisions for the tenant to obey the Declaration, By-Laws and Rules & Regulations. (Rules Amendment 01/07/2008)
- g. All Association expenses, fines and other charges for any tenant violation shall be assessed to the Unit Owner. (Rules Amendment 01/07/2008)
- h. The maximum number of occupants per unit must be in compliance with the Village of Glendale Heights ordinances or any other applicable governmental regulations. (Rules Amendment 01/07/2008)

XIV. ENFORCEMENT

- a. **Reporting of Violations** – A Homeowner, Tenant, Management Company or the Board may file a complaint against another homeowner or tenant for violation of the Declarations or these Rules and Regulations by submitting the complaint in writing to the Management Company. The complaint must contain at least the following information.
 - i. Name, address, telephone number and signature of the complaining party.
 - ii. Name of the homeowner or tenant to whom the complaint is directed.
 - iii. Date, time, location, and detailed description of the circumstances resulting in the violation of the Declarations or these Rules & Regulations.A complaint may not be considered by the Board if filed more than fourteen (14) days following the violation, or if the complaint lacks sufficient information.
- b. **Notification-** After a complaint is received; the homeowner and/or tenant will be notified in writing of the alleged complaint and will be sent a copy. In the case of a complaint against the tenant, the homeowner will also be sent a copy. If the homeowner wishes a hearing before the Board, the Management Company and/or the Board must be notified in writing within ten (10) days from the date the complaint is served upon the homeowner or tenant.
- c. **Legal Opinion** – In the event the Board determines a complaint warrants legal action, the Board may refer the complaint to the Association's attorney.
- d. **Hearings** – If timely requested, a hearing on the complaint will be conducted by the Board at regularly scheduled Board meeting, or at a special board meeting called for this purpose. The President or in his/her absence, another member of the Board elected from its members will be the presiding officer of such hearing and will conduct the hearings. The complaint will be summarized and each party will be given the chance to be heard. The person charged may, at his/her option, bring non-party witnesses to speak at the hearing on his/her behalf. The number of non-party witnesses who will be allowed to address the Board will be determined at the sole discretion of the Board. The Board will issue a ruling regarding the alleged violation within thirty (30) days following the hearing or longer if legal counsel is necessary. The decision of the Board will be made by a majority vote of those Board members present at the hearing, and is final and binding.
- e. **Violation Notice Retention Period** – Each finding of a violation will be retained for one (1) year. If corrective measures are taken and no other violations occur within a one (1) year period,

previous violation(s) may not be considered on subsequent violations of these Rules and Regulations.

- f. **Fines/Remedies** - The first violation may result in a written warning or a fine of \$25.00. The second or continuing violation within 12 months will result in a fine of \$50.00. A third or continuing violation will result in a fine of \$75.00, and any subsequent or continuing violations will result in a fine of \$100.00 or more. As a matter of policy, the Association will allow a reasonable time to elapse between each violation in order to gain compliance. However, the Association reserves the right to send notice of violations at such time as deemed necessary.
- g. **Payment of Fines** – Fines, costs and expenses, including the Association’s reasonable attorney’s fees shall be paid in full within thirty (30) days of written notification. If the fine, cost or expense is assessed against a tenant and the tenant fails to pay such fine, cost or expense, than the fine shall be the obligation of the homeowner whose unit is occupied by a tenant.
- h. **Legal Remedies** – Notwithstanding anything to the contrary contained in these Rules and Regulations, in the event any violation of the Declaration or these Rules and Regulations, the Association reserves the right to pursue any and all rights and remedies to enforce its rights, both legal and equitable, without the necessity of a hearing. Any and all costs, expenses and reasonable attorney’s fees incurred as a result of a homeowner contacting the Association’s legal counsel without prior written consent of the Board, shall be the sole responsibility of the homeowner.
- i. **Damages** – If the homeowner or tenant causes damage to the property or any portion thereof, such homeowner shall be liable for the costs and expenses to repair such damages.

XV. ARCHITECTURAL ALTERATIONS (Addition-Rules Amendment 01/07/2008)

a. Exterior Alterations

To comply with the Declaration, it is required that any Owner or resident wishing to make any modification obtain prior approval before performing the work. Modifications requiring prior approval include, but are not limited to, windows, doors, patios, landscaping, flagpoles, entrances, etc.

Request for alterations must be submitted in writing (Modification Form) to the Managing Agent. The Board may wish to meet with the Owner to review the request for alteration. The Owner will be sent an approval letter once the Modification Request is approved.

Any structure erected or alteration made to a unit without prior Board approval is in direct violation of the Declaration. The Board has the authority to sue the Owner to return the property to its original condition, to modify or alter the structure. In the event of such suit, the homeowner shall be responsible for all costs and legal fees. In addition, the Board has the authority to levy a fine in accordance with Schedule of Fines.

b. Satellite Dish/Antenna

- 1) Owners interested in installing an exterior antenna or satellite dish may only do so in accordance with the Association’s rules.
- 2) Installation must follow all Village and other applicable safety and electrical codes and rules. Antennae and satellite dishes must not present a safety hazard. Antennae and satellite dishes must not obstruct any fire exit, including doors and windows.
- 3) To protect the health, safety and welfare of the residents, the Board strongly recommends that all antennae and satellite dishes be professionally installed. If the Owner uses a professional installer, the Owner must provide proof to the Board that the contractor is insured and licensed.
- 4) For aesthetic purposes, it is recommended that antennae and/or satellite dishes are installed in the rear (backside) of the unit, on a pedestal on the patio, or mounted on the chimney case by the means of a band or strap. Mounts may not be nailed or screwed into the buildings exterior.
- 5) For warranty purposes, dishes are not allowed to be installed on the roofs. The installation of an antenna or satellite dish on the roof may void any valid warranty on file between the

Association and the roofing contractor. Any damages to the roof shall be repaired by the Association and charged back to the Owner.

- 6) Chimney stacks (mortar and/or brick) should not be drilled. Therefore, if placement is desired on the chimney stack, the use of a strap is recommended. Wires may not lay across the roof and must be hidden and camouflaged.
- 7) All wires must be concealed and, in some cases, encased in molding which matches the color of the building and be attached to the backside of the gutter or downspout or otherwise camouflaged. Installation should attempt to use or combine with existing wires.
- 8) The Board reserves the right to inspect the installation and maintenance of antennae and satellite dishes.
- 9) Once installed, the Owner shall be responsible for the maintenance of the antenna or satellite dish. If additional cost is required to maintain the portion of the property on which the antenna or satellite dish is installed, the Board may assess this cost back to the Owner. If it is necessary to remove the antenna or satellite dish to perform maintenance, the Owner shall be advised accordingly. Failure of the Owner to have the antenna or satellite dish removed as needed, will cause the Association to remove it and charge the expense to the Owner.
- 10) The Owner shall at all times keep antenna or satellite dish in good repair. Failure to do so after notice from the Board may result in its removal by the Board at the Owner's expense. If antenna/satellite dish becomes detached, the owner shall remove or repair it within 72 hours from the detachment. If the antenna/satellite dish threatens safety, the association may remove or repair it at the expense of the owner without prior notice given.
- 11) The Owner shall incur the costs of restoring the property to its original condition upon removal of the antenna or satellite dish. It is preferred the repairs go through the Management Company and the Association's licensed contractors, especially when warranties are valid. The association has to be notified before the antenna/satellite dish is removed by the owner or his contractor.
- 12) The Owner shall indemnify and hold harmless the Board, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of the exterior antenna or satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting there from.
- 13) Upon transference of the ownership or occupancy of the unit, the Owner shall inform the new owner or tenant of the existence of these Rules and Regulations and associated obligations. If the new owner or tenant is unwilling to submit a written acceptance of the terms and conditions or to assume the responsibilities set forth herein, the antenna or satellite dish must be removed prior to closing.

**GLENDALE LAKES TOWNHOME ASSOCIATION PHASE II
GLENDALE HEIGHTS, ILLINOIS**

AMENDMENT TO RULES AND REGULATIONS

PREAMBLE

Glendale Lakes Townhome Association Phase II ("Association") exists pursuant to the Declaration of Covenants, Conditions and Restrictions for Glendale Lakes II Townhome Association ("Declaration"), as amended from time to time. The Association is responsible for the administration and operation of the property submitted to the Declaration ("Property"). The Association's Board of Directors ("Board") is authorized to adopt and enforce rules and regulations pursuant to the Declaration.

The Board hereby adopts the following Amendment to Rules and Regulations ("Rule Amendment"). This Rule Amendment shall be binding upon all owners and their grantees, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Property. This Rule Amendment supersedes any previously adopted rules and regulations addressing the same subject matter.

The Association hereby declares that the Rules and Regulations be and hereby are amended with regard to Article XI and the section titled "PARKING" and said section is amended to include the following:

XI. PARKING

- r. All vehicles parked on the Property by Owners and residents must be registered with the Association's management company. After registering said vehicles, one (1) parking permit shall be issued to the Owner or resident, which must be displayed at all times when the vehicle is parked anywhere in the common areas. Based on the limited number of parking spaces, no more than one (1) parking permit is available per unit and such are not assignable and shall only be used for the assigned unit. Parking spaces in the common area are available on a first come, first served basis.
- s. Parking permits shall be hung from the front windshield of the vehicle so as to be clearly visible from the outside of the vehicle and where visible for motorcycles. Any vehicle parked in the common area without a parking permit between the hours of 11:00 a.m. through 4:00 a.m. will be subject to tow and any such towing charge shall be charged to the owner of the vehicle and/or the responsible Owner's assessment account.
- t. When an Owner sells his or her unit, they are responsible for providing the new Owner with the parking permit that is assigned to said unit. The new Owner must immediately register any vehicle(s) with the Association's management company. The cost to replace parking permits shall be seventy-five dollars (\$75.00), or such other amount that may be determined by the

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Board from time to time. The Association may require the return of the prior parking permit, if available.

- u. The Association, its officers, directors, employees, agents, management company, and representatives shall not be responsible for any loss, damage, theft or vandalism to any vehicle or any personal property left in a vehicle or in the common areas.
- v. In addition to the imposition of fines, the Board may utilize the remedy of towing to enforce this Rule Amendment. The towing of a vehicle may be used at the Board's sole discretion. When a vehicle is towed, all costs and expenses incurred shall be the responsibility of the vehicle owner.
- w. The Board may, in its sole discretion, revoke an Owner's parking permit for violations of the Association's governing documents and the Board may authorize vehicles parked in violation of this Rule Amendment to be towed from the common areas at the sole cost and expense of the vehicle owner and/or the responsible Owner's assessment account. Furthermore, the Association shall have the authority to levy fines against an Owner for violations of this Rule Amendment (after providing notice and an opportunity for a violation hearing) and shall have all rights and remedies available under the Declaration, rules and regulations, and applicable law, including, without limitation, an action for injunctive and/or other equitable relief and/or an action at law for damages.

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