REGAL CHATEAUX

Condominium Association

Rules and Regulations

Revised August 2018

#### Welcome to Regal Chateaux Condominiums!

Life in a condominium community has many advantages. It does however, require acceptance of responsibilities on the part of each resident that differs from those required of one living in a single family home.

You have chosen to live in a shared community complex with commonly owned grounds, pool, etc. for the use and enjoyment of all residents. Because of our close proximity to each other, out behavior impacts more readily on our neighbors than it would in a single family home community.

Regal Chateaux, like all other condominium associations is governed by the Illinois Condominium Property Act, the Declaration, Covenants, Restrictions, By-Laws and Rules and Regulations. These are documents that you agreed to respect and abide by when you entered into your real estate sales contract or rental lease.

The Rules & Regulations are not meant to be restrictive, rather they are based on the purpose of mutual respect and consideration for all residents, maintenance of the condition and appearance of the property, and to protect and enhance property value.

You are strongly urged to obtain Condominium Owner Insurance to protect your unit contents as well as insure against damage or casualty that may occur in your unit or your neighbor's unit to such incidents as water leaking from you hot water heater, dishwasher, clothes washer, kitchen or bathroom. This kind of damage is your responsibility, not the Association's. If you know that these appliances are past their recommended useful years and therefore are a potential problem, it is certainly to your advantage to replace them rather than cause your neighbor damage and inconvenience and cause yourself distress and additional expense.

Your membership in the Regal Chateaux Condominium Association is automatic when you become an owner of a Regal Chateaux condo. Your attendance at Board and Association meetings or better yet involvement as a committee member, building representative, or board member will keep you informed regarding your investment in Regal Chateaux and increase the vitality and sense of community of the Association.

Board of Directors Regal Chateaux Condominium Association

# REGAL CHATEAUX CONDOMINIUM ASSOCIATION ADMINISTRATIVE RULES AND REGULATIONS

These rules and regulations have been adopted to the mutual benefit of the Owners.

- I. For the maintenance, conservation, and beautification of the Property.
- II. For the health, comfort, safety, and general welfare of the Owners and residents of the property.
- III. For the use of the storage areas, parking spaces, and parking areas and garages.
- IV. For the operation and use of the Common Elements.
- V. For the use and regulation of such other matters as affect the maintenance, operation, management, and use of the Property and Common Elements in the best interest of the owners.

### SECTION I. MAINTENANCE, CONSERVATION, AND BEAUTIFICATION OF THE PROPERTY

- **1.** <u>ASSESSMENTS</u>: Assessments (monthly fees) are due on the first day of each month and are subject to a late fee if not received by the Managing Agent by the 10<sup>th</sup> day of each month.
- 2. <u>DEFECTS/DAMAGE</u>: Owners shall report promptly in writing to the Board of Directors through its Managing Agent any defect, damage, need for repair in the Common elements or Limited Common Elements.
- **3.** <u>VANDALISM</u>: Owners or residents who witness or observe the results of apparent vandalism shall report the incident directly to the Crestwood Police Department.
- **4.** <u>CONTRACTORS</u>, <u>VENDORS</u>, <u>EMPLOYEES</u>: Owners and residents shall not direct, distract, or otherwise interfere with contractors or employees on the property without specific prior approval of the Board of Directors.
- **5. ALTERATIONS TO COMMON ELEMENTS:** No changes may be made to the Common Elements by residents. Nothing shall be affixed or exposed on any window or any other part of the building outside the resident's unit without the specific approval of the Board of Directors. This includes, but is not limited to signs, advertisements, notices, or announcements, equipment, fixtures, decorations or ornaments (except seasonal decorations).
- **6. LANDSCAPING:** Landscaping, including annual plantings, will be done at the direction of the Board of Directors by contractors, employees, or the buildings and grounds committee. No resident may install or remove plants, bushes, ornaments, bird feeders, etc., without specific approval of the Board.
- 7. <u>WILDLIFE</u>: To avoid damage to the landscaping and grounds, and for the safety and welfare of all of the residents, **no resident may feed the ducks, squirrels, or other wildlife in the complex**. Residents will, however, report sightings of raccoons, opossums, or stray animals to the Crestwood Police Department. If any Resident sees any animals in the Building, please call the Management Company/Agent immediately. This includes any feral cats, dogs, etc. (*Amended 8/2018*)
- **8.** <u>WEBSITE</u> Association Members may review their assessment accounts and request work orders through the Association's Website (www.regalchateaux.org). (Amended 8/2018)

## SECTION II. HEALTH, COMFORT, SAFETY, AND GENERAL WELFARE OF THE OWNERS AND RESIDENTS OF THE PROPERTY

- 1. GARBAGE/TRASH: All garbage and trash is to be properly disposed of in the dumpsters provided. Absolutely no garbage (kitchen scraps, etc.) or poisonous material is to be left on the ground or anywhere other than inside the dumpster. For the disposal of large materials, residents must contact the management company/agent to schedule a pick-up for these item(s) (additional charges may apply). Once the management company/agent has been contacted, the large items (non-refuse) should be placed within the dumpster area no earlier than the night before the schedule pick-up day. (Amended 8/2018)
- **2. CHILDREN:** Children may not play in the parking lots, driveways, in or on the ponds. Toys, bikes, etc. are not to be left in the Common Areas overnight. No ballplaying, skateboarding, rollerblading, or other activities that could create a safety hazard or a nuisance to owners and residents is allowed.
- **3.** <u>NOISE</u>: Sounds from television, stereo, musical instruments, parties, etc. must be kept at a reasonable level so as not to disturb neighboring residents, particularly before 8:00 AM or after 10:00 PM.

#### SECTION III. USE OF STORAGE AREAS, PARKING SPACES AND GARAGES

1. GARAGES: Garages are included in the total amount of parking spaces needed to accommodate the needs of the residents and their occasional guests. Therefore, garages shall be used *primarily for storage of vehicles* and incidental other items. Garages shall not be used primarily for commercial or business use, or as a stores space to the exclusion of resident's vehicle. (Amended 8/2018)

Garages are not to be sold by owners to non-residents. They are not to be rented to anyone or allowed to be used by anyone other than a resident without specific approval of the Board of Directors.

Major car repairs or business or commercial activity, including garage sales, are prohibited. Minor work or activities that produce noise are prohibited before 8:00 AM and after 10:00 PM.

Nothing shall be done or stored in a garage which causes a fire hazard or harmful or offensive fumes. Perishable goods may not be stored in garages. Refrigerators and freezers are not to be used in garages.

Barbecuing in garages is prohibited.

**2. OPEN PARKING SPACES:** Vehicles may not be parked or maintained so as to obstruct passage from a garage or parking space. All vehicles must be parked within permitted limits and boundary lines. Parking in fire lanes, designated handicapped spaces (without proper authorization), sidewalks, or lawn areas is strictly prohibited.

Parking is permitted 24 hours a day between the block of 13600 and 13700 on Lamon Avenue except in areas marked with signs or painted yellow curbs or when street must be cleared for snow removal.

Vehicles exiting garages shall have the right-of-way. Vehicles moving through the parking lot will stop to allow the right-of-way.

Vehicles are not to back into parking spaces where bedroom windows are adjacent to the parking space.

Each unit owner is entitled to the use of two parking spaces on a non-assigned basis. This consists of two open parking spaces; or if applicable, one garage space and one open parking space. Parking of vehicles of non-residents who are not guests of residents is prohibited.

#### SECTION III. USE OF STORAGE AREAS, PARKING SPACES AND GARAGES

3. <u>VEHICLES</u>: Owners' and residents' vehicles must be registered with the Board of Directors through its Managing Agent. (*Exhibit C*). (*Amended 8/2018*)

Vehicles permitted to park on the Property must be operable and in fully drivable condition. Any vehicle which is in a state of disrepair and is not drivable, or that does not display a valid, current license plate and municipal sticker, or has not been moved for at least 10 consecutive days (without notice to the Board of Directors through its Managing Agent, of vacation, hospitalization, etc.) is not permitted. Vehicles with serious oil or fluid leaks are not permitted.

Types of vehicles permitted are passenger cars, vans, and light weight recreational vehicles or trucks and motorcycles that do not exceed a weight of 8,000 pounds, a length of 20 feet, and a width of 7 feet, and of a size and design that does not exceed the marked parking space or impede entry and exit from a unit when parked in the designated space.

All permitted vehicles must be registered and licensed to be driven on public highways.

Types of vehicles that are not permitted to park on the Property include limousines, hearses, campers, snowmobiles, water and air vehicles, and commercial vehicles of any kind.

## SECTION IV. OPERATION AND USE OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. <u>HALLWAYS</u>: Notices and board meeting minutes posted in the buildings hallways by the Board of Directors or its Managing Agent are not to be altered or removed by individual residents.

No bikes, shoes, boots, or other personal property are to be left or stored in the building hallways or closets.

**2. BALCONIES:** Balconies and patios are to be kept clean and free from clutter. These areas are not be used to store cartons or other storage items, bicycles, toys, sports equipment, or garbage. No drying or airing of towels, rugs, laundry, or hanging of a clothesline is permitted.

No carpeting of any type is permitted on balconies and patios.

No awnings, sun shades, screening, etc. or additional electrical outlets, light fixtures, wall attachments, or ornaments, etc. may be placed or attached without specific approval of the Board of Directors. Alterations that are approved must be maintained in good repair by the unit owner.

Planter boxes and flowerpots are not permitted outside of, or on top of balcony or patio railings. All planters must be confined to the inside of the balcony or patio railing or on the floor and all plants (i.e. vines) must be contained within the confines of the resident's balcony or patio.

No Decorative Lighting, except that Holiday Decorations may not be installed any earlier than fifteen (15) days before the holiday and must be removed no later than fifteen (15) days after the holiday. No decorations which create a safety hazard are permitted. (Amended 8/2018)

Gas & electric barbecue grills are allowed (no charcoal or wood burning grills are allowed due to insurance fire restrictions); however, consideration for the health and safety of neighboring residents must be exercised in the use and storage of materials. (Amended 8/2018)

- **3. BRIDGES AND PONDS:** Bridges are primarily for decorative and esthetic purposes. Under no circumstances are vehicles of any kind permitted in or on the ponds. No fishing/ice fishing, ice skating, wading (including pets) or trapping is allowed. (*Amended 8/2018*)
- 4. DRYER VENTS: The Association has approved a periodic dryer vent cleaning program of which all Association Members are required to participate in by allowing the Association's contractor entry into their unit to clean the dryer vent within the unit. Failure to allow this vent cleaning work to be completed will result in a \$150 fine being issued within 30 days of the issuance of the first Failure to Comply notice. An additional \$50 fine will be issued for each and every month the vent cleaning has not been completed by the Association's Contractor. (Amended 8/2018)
- 5. <u>CENSUS FORMS:</u> Census forms must be filled out completely and returned to the Association within 30 days of issuance by the Association. Failure to return the completed

Census form within this 30 day period will result in a \$150 fine being issued for each and every month the form has not been received by the Association. (*Amended 8/2018*)

- **6.** <u>WINDOW COVERINGS</u>: Unit owners must have appropriate window coverings displayed in your unit's windows. Flags, blankets, sheets, etc. are not considered appropriate coverings. Violators will be fined. (Amended 8/2018)
- **7. EXTERIOR MODIFICATIONS:** Exterior improvements such as doors or windows may be made by members subject to the written approval of the Board of Directors. An exterior modification form must be submitted to the board describing any modifications (Exhibit B). (Amended 8/2018)

### SECTION IV. OPERATION AND USE OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

1. <u>POOL</u>: Only residents and guests of Regal Chateaux are permitted in the pool area. Pool gate keys must be used to access the pool area. All unit owners and guests must sign in.

All children under 18 years of age must be accompanied by an adult.

All swimmers are required to shower before entering the pool water as required by the Illinois State Board of Health.

Running, yelling, screaming, and loud radios are not permitted in the pool area. Be courteous to your neighbors.

Spitting in the pool or on the pool deck is strictly prohibited.

No glass is permitted in the pool area at any time. Eating & drinking are not permitted at the pool edges or in the water. (Amended 8/2018)

Smoking in the pool area is not permitted. (Amended 8/2018)

All trash must be placed in the containers provided.

Suntan oils/solutions must be washed off in the showers before entering the pool to reduce the cost of chemicals needed in the water and to prolong the life of the filters, etc.

Only proper swimwear may be worn in the water. Cut-offs, terry playsuits, etc., are not allowed. Clean white T-shirts may be worn with permission from the Pool Committee. Infants must wear either cloth diapers with elasticized plastic pants (NO DISPOSABLE DIAPERS) or regular swimsuits with elasticized legs.

Rocks, coins, shoes, or any other non-swimming articles must not be thrown into the pool at any time.

The pool rope is to remain across the main pool when children are present. No one is permitted to hang on the rope.

Weak swimmers may be restricted from the pool or to the shallow end if they cannot demonstrate sufficient ability for safety in the water.

Member's fold-up furniture may <u>not</u> be stored in the bathrooms or anywhere else in the pool area.

Admission to the pool is refused to anyone with a contagious, infectious condition or unhealed cuts or abrasions, or bandages of any kind. Any person under the influence of drugs or alcohol or exhibiting erratic, incoherent, or belligerent behavior will not be permitted in the pool area.

### SECTION IV. OPERATION AND USE OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

**2.** <u>CLUBHOUSE</u>: The private and exclusive use of the clubhouse is not a right of any one owner. Rather, it is the privilege granted by the other 155 owners through the Condominium Association. Therefore, the owner requesting this privilege is obligated to follow the rules, maintain order, and insure that the rights and property of others is respected and protected.

Illinois Statute, Chapter 38 provides that the person(s) reserving the clubhouse can be held legally liable for any disturbance created or damage caused resulting from that persons gathering. This extends not only to activity within the clubhouse, but also to activity outside the clubhouse (parking lots, walkways, etc.). Residents are encouraged to call the police and sign a complaint if such conditions occur. This action will result in forfeiture of your security deposit.

The clubhouse cannot be reserved for the purpose of an individual(s) exchanging money or obtaining profit.

The amount of the clubhouse rental fee and security deposit is established by the Board of Directors. (See Schedule of Fees following these Rules and Regulations-*Exhibit A.*) The rental fee and the security deposit must be paid at the time the reservation is made. After the reservation date and inspection of the clubhouse, the security deposit will be returned, less any proration for damages. (*Amended 8/2018*)

Prior to the reservation date, a walk-through inspection must be made by the person(s) requesting use of the clubhouse and a member of the clubhouse committee. The clubhouse agreement must then be signed and the additional rules and stipulations contained in that agreement are incorporated in these Rules and Regulations by reference.

Arrangements for picking up the clubhouse keys and the inspection dates must be made between the clubhouse committee member and the owner reserving the clubhouse. Failure to attend the pre- and post-inspection appointments scheduled will result in a rescheduling fee.

No equipment (chairs, tables, decorations, etc.) may be placed in the clubhouse before the key has been issued. The person(s) reserving the clubhouse is totally responsible for any damage to the articles, equipment, chairs, tables, decorations, etc. once placed in the clubhouse.

The Condominium Association assumes no liability for lost, stolen, or damaged property, or for any injury to any person attending the party.

All parties must end no later than 12:00 AM. The clubhouse must be emptied of all persons, closed, and locked no later than 1:00 AM. All persons leaving the party must do so without creating a disturbance.

No two parties will be reserved for the same calendar day.

The clubhouse must be cleaned by 12:00 Noon the following day, except in the case where the person(s) reserving has been informed that another owner has reserved the clubhouse for the following day and that said person(s) requires possession of the clubhouse before noon. In such cases, it is the obligation of the first person to see that the clubhouse is cleaned and inspected before 9:00 AM.

The security deposit (full or prorate) will be returned to the renter(s) within two weeks, provided the clubhouse has passed the post-inspection and none of the above mentioned rules have been violated. If

	any costs are incurred to along or repair the Droporty over and above the cooperty deposit, the owner				
	any costs are incurred to clean or repair the Property over and above the security deposit, the owner renting the clubhouse is responsible for those costs and will be billed by the Association.				
	Pre- and post-inspection appointments will be at the convenience of the clubhouse committee member. Cancellation of the reservation will result in a cancellation fee if the Association is unable to fill the date with another owner reservation.				
3. Real Estate Lock Boxes – No lock boxes are permitted on any part of the commo limited common elements. Any lock boxes placed on the railings, doors, etc. wil removed by the Association at the Owner's/Realtor's expense.					

## SECTION V. MISCELLANEOUS RULES AND REGULATIONS FOR THE MAINTENANCE, OPERATION, MANAGEMENT AND USE OF THE PROPERTY AND COMMON ELEMENTS

- 1. <u>NSF CHECKS</u>: NSF checks received for assessments or any payments due the Association will be charged at actual bank charge plus \$35.00 to the unit owner. (*Amended 8/2018*)
- 2. <u>SALES</u>: Unit Owners must notify the Managing Agent upon acceptance of a signed sales contract and must provide the Declaration, By-laws, and Rules and Regulations of the Association to the purchaser of the unit prior to closing. Unit owners must also turn over all security door keys & pool key to purchaser.
- 3. <u>RENTALS</u>: Owners leasing their unit shall deliver a copy of the signed lease to the Board of Directors through its Managing Agent no later than 5 days prior to occupancy or 10 days after the lease is signed, whichever occurs first. The lease must state that the provisions of the Illinois Condominium Act, the Declaration, By-laws, other condominium instruments and Rules and Regulations shall be applicable to any person leasing the unit and shall be deemed incorporated in the lease. The lease term must be for a minimum of twelve (12) months. (*Amended 8/2018*)

A \$250 security deposit must be submitted with the signed lease to the Board of Directors through its Managing Agent. Upon termination of the lease, the security deposit will be returned to the owner less any proration for damage or injury to the Common Elements.

Residents renting their units must make any requests for service or repairs to the unit owner and not to the Board of Directors. Renters are not permitted to have pets of any kind. (Amended 8/2018)

- **4.** MOVING: A Non-Refundable move in fee of \$150.00 and a move out fee of \$150.00 will be charged to all owners or owners with tenants moving in or out of the property. (Amended 8/2018)
- **5. <u>PETS</u>:** No animals shall be kept, bred, or maintained for any commercial purpose. No animals other than domestic household pets shall be kept on the Property.

No more than two dogs or two cats are allowed per unit.

All pets must be kept on a leash at all times while outside the unit.

No pet may be tied out, left unattended, or allowed to defecate in any Common or Limited Common Element including balconies and patios. (*Amended 8/2018*)

Pet owners are required to take their dog to the dog run provided. The owner must clean up immediately after their pet, should it defecate anywhere else in the Common or Limited Common Elements.

No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage the Property or the property of any other resident.

All pets must be registered with the Board of Directors through its Managing Agent (Exhibit C).

### SCHEDULE OF FEES & FINES

(Amended 8/2018)

Late Fee – Assessment (Monthly Maintenance)	\$30.00		
Rule Violation Fines	\$50 (1 <sup>st</sup> Offense), \$100 (2 <sup>nd</sup> Offense) Send to attorney (3 <sup>rd</sup> Offense)		
Move In Fee – Non-Refundable	\$150.00		
Move Out Fee – Non-Refundable	\$150.00		
Clubhouse Rental Fee	\$50.00		
Clubhouse Rental Security Deposit	\$100.00		
Clubhouse Reservation Cancellation Fee	\$25.00		
Census Card Fine	\$150.00		
Dryer Vent Fine	\$150.00		
Insurance Coverage Certificate Fine	\$150.00		
Missed Clubhouse Inspection Appointment	\$25.00		
Rental Fee Charge	\$250.00		
Lease Not Filed Charge	\$150.00		
Replacement Pool Security Gate Key	\$75.00		
Replacement Building Security Key	\$75.00		

#### PROCEDURES FOR ADMINISTRATIVE RULES AND REGULATIONS

The Illinois Condominium Property Act provides authority to the Board of Directors to enforce the provisions of the Act, the Association Declaration, Bylaws and the Rules and Regulations. Rights and remedies for enforcement include late charges, fines, liens, and action for possession for the benefit of all the other unit owners.

<u>VIOLATIONS</u>: A complaint which alleges a violation of the Condominium Instruments must be made in writing, include substantially the same information as outlined in the Witness Statement (Exhibit A), and submitted to the Board of Directors through its Managing Agent. Complaints may be submitted by board members, committee members, building representatives, managing agents, employees, or residents.

**NOTICE:** Upon receipt of the complaint, the Board of Directors shall provide written Notice of Violation to the unit owner and, if applicable, the unit owner's tenant including substantially the same information as outlined in the Notice of Violation (Exhibit B).

In the circumstance where the alleged violation represents an immediate or irreparable serious detriment to the safety of the residents or the integrity of the Property, the Board of Directors may direct the Association's attorney to take appropriate action.

**REQUEST FOR HEARING:** Any resident served with a Notice of Violation has a due process right to a hearing where the resident may present statements, evidence, and witnesses. The five-member Hearing Board shall be appointed by the Board of Directors, which may be comprised of members of the Board of Directors, but shall not include any members presenting evidence in the hearing.

The Request for Hearing must be submitted in writing, including substantially the same information as outlined in the Request for Hearing (Exhibit C), to the Board of Directors through its Managing Agent within 30 days of receipt of the Notice of Violation.

**<u>HEARING</u>**: The Hearing Board will be appointed and the hearing scheduled for within 30 days of receipt of Request for Hearing. All parties to the complaint and alleged violation will be notified in writing of the date, time, and place of the hearing.

The Hearing Board will consider statements and evidence first from the complainants(s) and then from the resident alleged to be in violation of the Condominium Instruments.

The ruling of the Hearing Board shall be made by majority vote and will be given to all parties in writing, including substantially the same information as outlined in the Hearing Board Ruling (Exhibit D), within 7 days of the hearing.

#### PROCEDURES FOR ADMINISTRATIVE RULES AND REGULATIONS

<u>VIOLATION REMEDIES</u>: The Hearing Board may, among other remedies, impose a fine or special assessment against the resident found in violation of the Condominium Instruments. The fine or assessment is due upon written notice to the resident and must be paid within 30 days of receipt of notice. Additional remedies and late fees may be imposed upon resident's failure to make timely payments.

Should a unit owner's tenant be the resident owing the fine or assessment, upon failure of the tenant to make timely payment, the unit owner shall become immediately liable for the payment.

**FAILURE TO REQUEST HEARING:** If the resident in receipt of the Notice of Violation does not submit a Request for Hearing within the required 30 day period, the Board of Directors will deem the hearing waived and the allegations in the Notice admitted by default. The Board of Directors will then serve written notice of remedy to the resident in the same manner as if the hearing had been conducted.

**INSURANCE CERTIFICATE:** All Association Members & renters are required to have Homeowner's & Renters' Insurance covering their own personal property and damages caused to another unit from their unit (example - hot water tank leaking into an adjacent unit). A Certificate of Insurance must be submitted to the Association upon the annual expiration of said policy showing that the policy has been renewed. A fine of \$150 per month will be charged for each month that the renewal/new insurance certificate evidencing coverage has not been submitted to the Association. (*Amended 8/2018*)

## REGAL CHATEAUX CONDOMINIUM ASSOCIATION RULES REGARDING ENFORCEMENT POLICIES:

- 1. If a unit owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Association, the following shall occur:
  - A. Upon a first violation, the unit owner shall be notified by the managing agent or the appropriate authorized personnel of the Association. This notification serves as a warning to correct the violation.
  - B. Upon a second or continuing violation by a unit owner, the unit owner shall be notified of the violation by the managing agent or the appropriate authorized personnel of the Association, and, if the Board so elects, by the Association's attorney. The unit owner shall be assessed fifty dollars (\$50.00) as part of his Common Expenses for the time, costs and expenses of this notification, following an opportunity for a hearing as set forth in paragraph 4 below. In addition, the unit owner shall also be assessed as part of his Common Expenses for the costs of the legal fees incurred by the Association as the Association's attorney bills them to the Association.
  - C. Upon a third or continuing violation by a unit owner, the unit owner shall be notified of the violation by the managing agent or the appropriate authorized personnel of the Association, and, if the Board so elects, by the Association's attorney. The unit owner shall be assessed One Hundred Dollars (\$100.00) as part of his Common Expenses for the time, costs and expenses of this notification, following an opportunity for a hearing, as set forth in paragraph 4 below. In addition, the unit owner shall also be assessed as part of his Common Expenses for the costs of the legal fees incurred by the Association as the Association's attorney bills them to the Association.
  - D. Upon further or continuing violations by a unit owner, the matter will be forwarded to the Association's attorney for appropriate legal action. All attorney's fees and costs incurred will be charged back to the unit owner's account as part of his Common Expenses.
  - E. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Association.

- 1. Any unit owner assessed hereunder as part of his Common Expenses shall pay such charges within thirty (30) days of notification that such charges are due. Failure to make the payment in this time shall subject the unit owner to all of the legal or equitable remedies necessary for the collection thereof.
- 2. The remedies hereunder are not exclusive, and the Board may, in addition thereto, take any action provided for in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.
- 3. If any unit owner feels that he has been wrongfully or unjustly charged with a violation hereunder, the unit owner may proceed as follows:
- F. Within ten (10) days after the unit owner is notified pursuant to paragraphs 1(A) or 1(B) of this section, the unit owner shall submit, in writing, a protest to the Board, stating the reasons the unit owner feels they have not committed a violation.
- G. Should no protest be filed, the allegations in the notice of violation shall be considered true and taken as confessed. Should a protest be filed, a hearing on the matter shall be held before the Board no later than six (6) weeks after receipt of the written protest.
- H. At the hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board shall state its determination regarding the alleged violation.
- I. Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, the Board may pursue other legal or equitable remedies during this time.

#### EXHIBIT B

### REGAL CHATEAUX CONDOMINIUMS EXTERIOR MODIFICATION REQUEST

Return this completed form to:

EPI Management Company, LLC 14032 South Kostner Avenue, Suite M Crestwood, IL 60418 (708) 396-1800 Phone / (708) 396-9831 Fax E-Mail: epi@epimanagement.com

Please inform the Architectural Committee and the Board of Directors of the Regal Chateaux Condominium Association that I wish to make the following exterior change to my unit:

Item:	
Kind of Material:	
Color:	
Dimensions:	
Brief description of installation (Attach Page with D	
Vendor Name/Address:	
Request Date:	
Unit Address:	Phone:
Signature	
No work can be started until you have a signed c	
Diagrams may be drawn on the reverse side.	
Approved	Disapproved
Date:	

### EXHIBIT C

### REGAL CHATEAUX CONDOMINIUMS CENSUS CARD

	Own	er Information		If rented, provide	tenant information
Name					
Address					
Unit Number					
City, State, Zip					
Home Phone					
Cell Phone					
E-Mail Address					
Iomeowner/Renter Insu	rance Co:	Pol	licy #		_
sgent:		Pho	one:		
ist all occupants and the	eir ages.				
		Full Legal I	Vame		Age
1.					
2.					
3.					
4.					
ist all vehicles.					
	Make	Color	Year	License Plate #	Garage #
1.					
2.					
3.			,		
Contacts in case of emerg	ency (preferably som	neone with a key):			
Name 1:	1 1000	Phone: Hom	ne:	Work:	
Address:					
Name 2:		Phone: Hon	ne:	Work:	
Address:					
ereby acknowledge all in dress noted on this card ues. If there are any cha	, rather than by hard	copy. I consider a	all such com	Association notifications to munication to be adequate iation.	be sent to my email notice of Association
Owner's Signature				Date:	
		EPI Managemen 032 South Kostne Crestwood, I FAX: (708	er Avenue, Ilinois 6042	Suite M	

FAX: (708) 396-9831 E-Mail: epi@epimanagement.com

## REGAL CHATEAUS CONDOMINIUM POOL RULES

These rules apply to all Regal Chateaux owners, their tenants, and guests. Owners are responsible for their tenants and guest's compliance. Violations may be reported to the Board of Directors by members of the pool committee, individual residents, through the Management Company or employees. After three (3) incident reports it will be brought up before the Board. Violators will be subject to fines and Board hearings as a remedy to protect the safety and welfare of all residents.

If the violation(s) do not cease after <u>written</u> notice from the Board to the Unit Owner, the Unit Owner will be fined **\$50.00**. Any other necessary action shall be determined by the Board to ensure the comfort and safety of all residents. Unit owners will be held responsible for any damages they, their tenants, or their respective guests may cause to the pool or the pool area.

- 1. Pool Hours: Sunday through Thursday 10am 9pm Friday and Saturday 10am 10pm
- 2. Only residents and guests of Regal Chateaux with visible pool tags are permitted in the pool area. Pool gate keys must be used to access the pool area. All unit owners and guests must sign in. Only six (6) people per unit are allowed.
- 3. All children under 18 years of age must be accompanied by an adult.
- 4. All swimmers are required to shower before entering the pool water as required by the Illinois State Board of Health.
- 5. **RUNNING, YELLING, SCREAMING**, and loud radios are not permitted in the pool area. Be courteous to your neighbors.
- 6. Spitting in the pool or on the pool deck is strictly prohibited.
- 7. No glass is permitted in the pool area at any time. Eating and drinking are not permitted at the pool edges or in the water. Eating and drinking must be behind the yellow lines at all times and no food/beverages (including water) are allowed in the water. (*Amended 8/2018*)
- 8. No smoking allowed in the pool area.
- 9. All trash must be placed in the containers provided.
- 10. Suntan oils/solutions must be washed off in the showers before entering the pool to reduce the cost of chemicals needed in the water and to prolong the life of the filters, etc.
- 11. Proper swimwear only may be worn in the water. Cut-offs, terry playsuits, etc., are not allowed. Clean white T-shirts may be worn with permission from the Pool Committee. Infants must wear either cloth diapers with elasticized plastic pants (NO DISPOSABLE DIAPERS) or regular swimsuits with elasticized legs.
- 12. Rocks, coins, shoes, or any other non-swimming articles must not be thrown into the pool at any time.
- 13. The pool rope is to remain across the main pool when children are present. **NO ONE IS PERMITTED TO HANG ON THE ROPE.**
- 14. Weak swimmers may be restricted from the pool or to the shallow end if they cannot demonstrate sufficient ability for safety in the water.
- 15. Member's fold-up furniture may <u>not</u> be stored in the bathrooms or anywhere else in the pool area.
- 16. Admission to the pool is refused to anyone with a contagious, infectious condition or unhealed cuts or abrasions, or bandages of any kind. Any person under the influence of drugs or alcohol or exhibiting erratic, incoherent, or belligerent behavior will not be permitted in the pool area.

### SECTION IV. OPERATION AND USE OF THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

**POOL:** Pool gate keys must be used to access the pool area. All unit owners and guests must sign in.

- 17. All children under 18 years of age must be accompanied by an adult.
- 18. All swimmers are required to shower before entering the pool water as required by the Illinois State Board of Health.
- 19. Running, yelling, screaming, and loud radios are not permitted in the pool area. Be courteous to your neighbors.
- 20. Spitting in the pool or on the pool deck is strictly prohibited.
- 21. No glass is permitted in the pool area at any time. Eating & drinking are not permitted at the pool edges or in the water.
- 22. All trash must be placed in the containers provided.
- 23. Suntan oils/solutions must be washed off in the showers before entering the pool to reduce the cost of chemicals needed in the water and to prolong the life of the filters, etc.
- 24. Proper swimwear only may be worn in the water. Cut-offs, terry playsuits, etc., are not allowed. Clean white T-shirts may be worn with permission from the Pool Committee. Infants must wear either cloth diapers with elasticized plastic pants (NO DISPOSABLE DIAPERS) or regular swimsuits with elasticized legs.
- 25. Rocks, coins, shoes, or any other non-swimming articles must not be thrown into the pool at any time.
- 26. The pool rope is to remain across the main pool when children are present. No one is permitted to hang on the rope.
- 27. Weak swimmers may be restricted from the pool or to the shallow end if they cannot demonstrate sufficient ability for safety in the water.
- 28. Member's fold-up furniture may not be stored in the bathrooms or anywhere else in the pool area.
- 29. Admission to the pool is refused to anyone with a contagious, infectious condition or unhealed cuts or abrasions, or bandages of any kind. Any person under the influence of drugs or alcohol or exhibiting erratic, incoherent, or belligerent behavior will not be permitted in the pool area.

## DISPUTE RESOLUTION BETWEEN OWNERS AND THE ASSOCIATION Ombudsperson Act

EFFECTIVE DATE: January 1, 2019

OBJECTIVE/PURPOSE: This policy is created and in compliance with Section 35 of the Condominium and Common Interest Community Ombudsperson Act (the "Act") (765 ILCS 615/et. al). This policy is adopted by the Board of Directors of the Regal Chateaux Condominium Association ("Association") and shall be the procedure referred to as "Internal Dispute Resolution" in the Association's Rules and Regulations.

This policy shall provide Owners with the procedure to file disputes against the Association.

This policy is applicable to any and all disputes an Owner may have with the Association. The policy applies to disputes including, but not limited to, (1) violations of governing documents; (2) misconduct regarding duties, powers, and/or authority; (3) failure to satisfy and/or complete responsibilities; and (4) any other reasonable grievances an Owner may have with the Association. This policy shall not apply to disputes between Owners.

This policy is available to all Owners upon request from the Association.

<u>RESPONSIBILITY</u>: The Board of Directors for the Association, at the time of the dispute, shall be responsible for resolving all Owners' disputes. The Association President shall be responsible for implementing this policy. The Association President, or any other executive Board Member, shall be responsible for forwarding misaddressed disputes to the Board of Directors for the Association in a timely manner.

#### **POLICY**:

Unless otherwise defined herein, terms used in the Procedure shall have the meaning as defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Regal Chateaux Condominium Association, as amended from time to time.

#### **PROCEDURE**

Owners who have a dispute with the Association and wish to initiate a formal dispute resolution must prepare a written complaint of the dispute or grievance and submit the complaint to the proper responsible party.

Any Owner who has a dispute with the Association shall do as follows:

- 1. Fill out the Complaint (attached hereto as Exhibit 1) and provide a detailed description of the dispute and/or grievance.
- 2. Mail Complaint to Counsel for the Association at the following address:

EPI Management Company LLC.

14032 S. Kostner Avenue, Suite M

Crestwood, Illinois 60418

3. Provide a return address and/or electronic mailing address to receive the Board of Directors final determination of the Complaint.

Once the Complaint has been received by Association's Board of Directors, the Complaint will be reviewed. The Board of Directors will investigate the merits of the dispute and/or grievance set forth in the Complaint. The Board of Directors will consult with the Association or other relevant individuals, if necessary. Within one hundred and eighty (180) days of receiving the Complaint, the Board of Directors will complete its investigation and prepare a written final determination. The Board of Directors determination shall be marked

clearly and conspicuously as "FINAL." The Board of Directors will provide copies of the final determination to the Owner, Association, and all other relevant parties.

Please be advised that if the dispute occurs on or after July 1, 2020, and the Owner disagrees with or finds the Board of Director's determination unsatisfactory, then the Owner may request assistance from the Ombudsperson, pursuant to Section 40 of the Act, within thirty (30) days of receiving the Board of Directors final determination. If the Owner fails to receive a determination marked clearly and conspicuously as "FINAL," then after ninety (90) days of filing the original Complaint, the Owner may request assistance, pursuant to Section 40 of the Act, from the Ombudsperson. Assistance is available to Owners only who are current in assessments, fees, or funds to the Association and who have attempted to resolve the dispute through the Association's Procedure described above.

### <u>Complaint – Exhibit 1</u>

OWNER'S NAME:	
UNIT ADDRESS:	_
	- -
DESCRIPTION OF DISPUTE:	_
DESCRIPTION OF DISPUTE.	
DATED:	
SIGNED:	_

**RETURN FORM TO:** 

EPI MANAGEMENT COMPANY LLC 14032 S. Kostner Avenue, Suite M Crestwood, Illinois 60418