

**Creekside Crossing
Homeowners
Association
Rules and Regulations**

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Creekside Crossing Homeowners Association

Rules and Regulations

1. General

- 1.1 As we wish to maintain a first-class community, we recognize the need for Rules and Regulations to keep our association running smoothly and to ensure a pleasant, comfortable and enjoyable environment. The information contained herein is designed to achieve and maintain this goal, as well as to comply with the Associations Declarations and By-laws, and to protect all members of the Association from undo liability resulting from infractions.
- 1.2 As Home Owners, you are responsible for your conduct as well as the conduct of your family, tenants, invitees and guests. A Home Owner will be held responsible for any offense by your family, tenants, invitees and guests.
- 1.3 As Home Owners, you are responsible for the appearance and maintenance of your unit and its' surrounding area. These Rules and Regulations are, but not limited to, a guideline to assist in outlining your responsibility as a Home Owner.
- 1.4 Many Rules and Regulations are abstracted from the Association's Declaration and By-Laws and are simply intended as a form of clarification. In the event these Rules and Regulations conflict with the Declaration and By-Laws, those documents control. These Rules and Regulations are intended to protect the area we enjoy by providing uniform rules for the benefit of all Home Owners and residents.
- 1.5 Any offense that a Home Owner observes shall be reported to our property management company. The property management company will then notify the Association board and will start the outlined steps of notifying and/or fining a Home Owner.

2. Association Dues

- 2.1 All association dues are payable and due on the first of each month.
- 2.2 If the association dues are not received by the property management company by the last business day of the month they are due, the Home Owner will be assessed a \$25.00 late fee. This late fee will not be removed from a Home Owner's account unless a written request is submitted stating why the Home Owner feels they should be removed. The Board of Directors of the Association will review these requests and will make a ruling. All rulings by the Association Board are final. All late fees are in addition to any legal fees a Home Owner may incur as a result of sending said Home Owner for collection due to being past due on their payments.
- 2.3 Association dues not paid beyond 30 days past due will be turned over to the association's legal department for collection. An additional late fee of \$75.00 will be added to an Owner's assessment account if the owner is sent to collection.
- 2.4 All legal fees incurred due to sending a home owner for collection will be added to the Home Owner's account. Removal of these fees shall be handled in the same manner as described above.
- 2.5 Should any Home Owner owe the Association any other amounts for any reason under these Rules and Regulations or otherwise, including, without limitation, any special assessments, additional assessments, attorney's fees, remediation costs, fines or other penalties, the Board shall be entitled to assess the Home Owner's said amounts as a separate assessment ("Separate Assessment"). Separate Assessment shall be due as stated in the Notice of Separate Assessment and shall be subject to the late charges (commencing 15 days after they are due) as stated in Paragraph 2.2 above for Association Dues.

3. Census/Declaration of Insurance

- 3.1 An annual Census form including proof of insurance liability coverage shall be completed and returned along with the Declaration page of each Home Owner's insurance policy. The Census Form and proof of insurance must be submitted to the management office on an annual basis. (ONLY DUPLEX OWNERS ARE REQUIRED TO PROVIDE INSURANCE INFORMATION).
- 3.2 Each Duplex Owner will be responsible to provide the Board of Directors with evidence of insurance in the form of a copy of their Insurance Declaration Page issued by their insurance provider.
- 3.3 The personal liability of the Unit Owner must include the deductible of the Owner whose unit was damaged, any damage not covered by insurance required pursuant to this Rule, as well as the decorating, painting, wall and floor covers, trim appliances, equipment and other furnishings.

4. Occupancy

- 4.1 The number of people residing in any home shall not exceed the limits set by the International Property Management Code (IPMC) currently in effect.
- 4.2 Dividing a Home for use by more than one family is prohibited.

5. Leases, Tenants and Non-Resident Unit Owners

- 5.1 All Home Owners who do not reside in the home owned by them shall provide the Association with their permanent addresses, home telephone number and where they may be reached in an emergency. Any cost incurred by the Association in obtaining such information shall be assessed to the Home Owner's account. Unless otherwise provided by law, any Home 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 Home and the Association shall not be liable for any losses, damage, injury or prejudice to the right of said Home Owner caused by and delays in receiving notice resulting there from.
- 5.2 Fifteen (15) days prior to occupancy by a new or renewing tenant(s), the Home Owner shall provide the Board with the name and Phone number of the potential lessee. Each Home Owner shall be responsible for providing his/her tenants with a copy of the Declaration, By-Laws, Rules and Regulations and any supporting documents.
- 5.3 Each Home Owner shall be responsible for the actions of his or her tenants.
- 5.4 If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board, at its discretion, shall determine what action shall be taken against the Home Owner or tenant, as the case may be. When the Board determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action(s) are necessary to terminate the lease. All costs of said termination shall be assessed to the Home Owner.

6. Trash & Recycling

- 6.1 Each container for garbage shall be constructed of metal, durable plastic or an approved equal. Home Owners are encouraged to utilize containers approved by the waste collection company and provided by the Village of Plainfield. If not, such containers shall not exceed thirty-two (32) gallons in capacity and not weight more than sixty (60) pounds when filled. All reasonable efforts shall be made to secure the garbage containers and contents from blowing away.
- 6.2 Black plastic bags, which are properly tied to make them fly-proof and odor-proof, should be of sufficient strength to prevent tearing by animals and/or by the weight of the contents. Such bags shall not exceed thirty-two (32) gallons in capacity and not weigh more than sixty (60) pounds when filled. If white trash bags are used, they must be properly placed in a garbage container and cannot be left outside on the curb.

- 6.3 Approved containers for recyclables can be utilized. Recyclable materials (glass, tin, steel, aluminum, paper, cardboard, plastics, etc.) are not to be placed for collection without a container, so as to become a nuisance. All items in the recyclable container must be secured to prevent items from blowing away.
- 6.4 Garbage bags and containers must be stored and kept indoors at all times. Placement of garbage and garbage containers on Common areas of the property are not allowed, except as specified on the day of collection.
- 6.5 Each container shall be clearly marked with the address of the home. Any containers not marked with the address of the home are subject to disposal.
- 6.6 Garbage, combustible refuse, recyclables or trash containers to be emptied or removed by licensed scavengers shall be placed and grouped at the street curb only after 5:00 pm on the day prior to the day assigned for pickup, and all empty containers must be removed by 7:00 pm on the day of the pickup.
- 6.7 Cigarette butts are considered garbage and are subject to the rules above. Cigarette butts are not to be placed in any common area outside any duplex home. This includes flowerbeds, any bushes, etc.
- 6.8 It is advisable to request vendor removal when purchasing and/or replacing large items. If disposal of appliances, carpeting, furniture, construction materials or any other unusual or large items is required, the waste removal company should be called to arrange an appointment for special pick-up. Such items must be removed within twenty-four (24) hours.
- 6.9 **Home Owners are responsible for picking up any loose garbage on the Property** and should contact the waste removal company for assistance regarding removal of large or unsanitary items or if there are further questions or concerns.

7. Exterior Appearance

- 7.1 Home Owners shall keep all exterior areas including, without limitation, all patios, mailboxes, landscaped areas, paved areas and front door entranceways clean, orderly and free from clutter. Sidewalks shall be kept free of all obstructions, including, without limitation, garden hoses, vehicles, toys, etc. at all times in order to provide clear walking paths. This includes removal of blowing garbage and unsolicited advertisements.
- 7.2 Overnight storage of any kind is expressly prohibited on or in any Common Element including, without limitation, the Limited Common Elements. Normally accepted patio furniture and barbecue equipment may be stored on patios. Excessive clutter shall not be allowed to be stored on the Limited Common Elements that would encroach on the privacy of neighboring patios. Nothing may be stored in the Common Elements, which poses a hazard or is unsightly.
- 7.3 Any Common Element, which is damaged by the conduct of a Home Owner or by the Home Owner's family, tenants, guests, invitees, pets or contractors, shall be repaired by the Home Owner. In the event the Home Owner fails to do so, the Association may make such a repair with such cost assessed to the Home Owner (DUPLEX ONLY). Prior to making any such repairs to Common Elements, the Owner shall submit a Modification Request Form to the Board for approval.
- 7.4 In order to reduce the risk of fire, gas and charcoal grills or similar devices used for cooking or any other purpose, should not be used within 10 feet of any structure.

8. Alterations, Additions and Improvements

- 8.1 No alterations, additions or deletions of any kind ("modifications") may be made to Common Elements, the Limited Common Elements or any part of a home where such work alters the structure of the home or increases the cost of insuring said home, except by written request to and consent of the Board (DUPLEX ONLY). This includes attachments to existing structures by any means. Any Home Owner requesting approval for any Modifications, whether landscape or

structural in nature, must complete a "Modification Request Form" or forms, as prescribed by the Board from time to time. Such request shall be accompanied by a detailed working drawing and a full description of the materials and colors to be used. No work may commence without the approval of the Board.

8.2 The Board shall have the authority to deny any Modification Request for any reason.

9. Landscaping

9.1 The Association is responsible for landscaping all Common Areas and for maintaining all lawns, trees and shrubs planted by the builder or Association (DUPLEX ONLY). Any plantings installed by the Owner on or near their unit are the Owner's responsibility for care, maintenance and removal. Unsightly or uncared for plantings may be cited as a violation and removed or trimmed by the Association, with the cost being charged back to the Owner.

9.2 Flower planting is permitted and is limited to original non-sodded areas only. Each Owner shall be responsible for the care, maintenance and removal of any flowers planted by them or their family, tenants, invites, guests or contractors, etc.

9.3 Items of personal property, such as furniture, sports equipment, decorations, barbecue grills shall not be left unattended in grassy areas.

10. Noise and Disturbance

10.1 No nuisance, obnoxious or offensive activity shall be carried on in the premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the owners or occupants of any detached home or duplex home.

10.2 Each homeowner is responsible for his or her own actions, as well as the actions of all of the occupants and guests of their unit. No homeowner shall cause or allow any loud or unusual noise or disturbance in or around the unit. This includes, but is not limited to, sound systems with/without subwoofers, televisions, parties, musical instruments, motor vehicles, stereos, radios, pets, etc. Inclusive will be high frequency and low frequency (i.e. bass, vibrations) noises.

10.3 Sound systems with subwoofers should be operated with ultimate consideration of your neighbors so as not to annoy or interfere with their comfort due to the fact that these systems can create woofing, bumping, and vibrations of walls/floors which can potentially cause structural damage to another homeowner's property.

10.4 Repairs and activities, which may cause any type of disturbance, fire hazard, or annoyance to homeowners, are prohibited. Hours of activity are permitted only between the hours of 9:00am to 10:00pm.

10.5 Failure to comply will result in a report to the Plainfield Police Department as well as to the Property Management Company.

11. Pets

11.1 No animals, other than dogs, cats, small birds, fish or animals reasonable considered to be household pets, shall be raised, bred or kept anywhere on the property; nor shall any animals be kept bred or maintained for commercial purposes. Household pets shall not include reptiles, livestock and exotic animals.

11.2 In order to prevent nuisance problems and to prevent danger to the health, safety and welfare of Home Owners and occupants, no Owner/Occupant shall keep more than a total of two (2) dogs and/or cats in their home.

11.3 The pet's conduct and activities must be controlled by its attendant to prevent damage to Common or Limited Common Areas and danger or injury to persons, property or other pets.

11.4 No pet may be left unattended outside at anytime.

11.5 There shall be no pens, kennels, dog-runs or cages erected or used at any time on The Property.

- 11.6 Each Owner/Occupant shall be responsible for immediately picking up after any pet kept or visiting in such Owner's/Occupant's respective unit, including without limitation, removing and disposing of any waste deposited by such animal anywhere on the Common or Limited Common Area
- 11.7 All Owners/pets are subject to the Village of Plainfield Noise Ordinances. No pet shall be allowed to create a nuisance or unreasonable disturbance, such as the barking or howling of a dog, whether coming from inside or outside of a home.
- 11.8 All Owners/Occupants are responsible for the actions of the pets residing in or visiting their home. Any damage caused by these pets shall be repaired by the Association and assessed back to the responsible Owner/Occupant. This includes repair of excessive grass damage caused by a pet residing in or visiting a Unit.
- 11.9 Staking out of pets will be permitted as long as the pet is attended at all times. Placement of the stake is at the Owner's discretion but must be located in such a manner that the length of the tie-out does not allow the pet to encroach upon the patio or the Limited Common Elements of other homeowners. If placed in the grass, the tie-out stake must be removed when not in use to avoid it from becoming a hazard to people and interfering with landscape maintenance
- 11.10 Pets must be registered with the management office via the census form.
- 11.11 Any Home Owner witnessing a violation of these rules should report it to the management office in writing, identifying the pet and its owner and describing the violation. If the Owner cannot be identified, the address or a description of the pet should be supplied.

12. Garages

- 12.1 No exterior alterations may be made to any garage door or garage light without a Modification Form in place. Nothing shall be kept or stored outside of garages.
- 12.2 Garage door repair, maintenance and replacement are the responsibility of the Home Owner. All garage doors must be in good condition.
- 12.3 A Modification Request Form must be submitted to the Board for approval prior to the installation of any new garage door. All garage doors in duplex homes to match existing.
- 12.4 Major car repairs, including but not limited to, restoration, rebuilding, or any other repair, which causes any type of nuisance, fire hazard or annoyance to neighbors, are prohibited. Any work producing noise in garages and elsewhere is allowed only between the hours of 9:00 am and 10:00 pm.
- 12.5 Garages are to be used primarily for the storage of vehicles. If an Owner stores anything in a garage, which may harm other units, it shall be removed upon notification by the Board. Nothing shall be done or stored in a garage, which causes harmful, noxious or offensive fumes to an adjacent unit.

13. Patios

- 13.1 A Modification Request Form must be submitted to the Board for approval prior to the installation/repair of any patio.

14. Garage and House Sales

- 14.1 Individual or group garage and/or house sales of personal property are permitted.
- 14.2 Garage and/or house sales shall be conducted in a manner in which they are not considered a "nuisance."
- 14.3 Garage and/or house sales may last no longer than three consecutive days.
- 14.4 Merchandise may not be displayed on public property, such as the parkway between the sidewalk and curb. All merchandise shall be contained to the Owner's garage and/or driveway area.
- 14.5 No sale of commercial, industrial or business items is permitted

15. Vehicles

- 15.1 Non-permitted vehicles shall include vehicles without valid state license plates, and vehicles that display any large lettering and/or advertising for a business on the exterior surface of the vehicle. If homeowner is an independent/self-employed person and needs such a vehicle for his livelihood, then a waiver should be allowed, provided the vehicle can be accommodated inside the garage or on the driveway.
- 15.2 Large vehicles used in the operation of a business, limousines, taxicabs, buses shall be considered non-permitted.
- 15.3 Snowmobiles/ATV's shall not be operated anywhere on the property.
- 15.4 All vehicles are restricted to paved surfaces, including the streets, driveways and parking areas of the property. There shall be no parking or operating of vehicles across any other portions of the property, including all lawn areas, sidewalks and fire lanes.
- 15.5 Inoperable and abandoned vehicles are prohibited in exterior parking areas. An abandoned vehicle is a vehicle in a state of disrepair, rendering the vehicle incapable of being driven in its condition. These vehicles will be towed at the car owner's expense.

16. Vehicle Repairs and Maintenance

- 16.1 Leaks of any kind from any motorized vehicle on any driveway, that causes damage, shall result in the Association Board repairing such damage at the Owner's expense (duplex only)

17. Storm Doors (Duplex owners only) and Windows

- 17.1 Storm doors must conform to the following guidelines. Storm doors must be aluminum, and must match the color scheme of the exterior of the door and must be either a three-quarters (3/4) view or full view model.
- 17.2 Temporary window coverings such as sheets, bed spreads, blankets, etc. must be removed within thirty (30) days of occupancy. These temporary coverings shall be white or off-white in color.
- 17.3 Windows, screens, storm doors and patio doors are the responsibility of the Owner and must be maintained and in good repair. Screens that are ripped, broken, or have bent frames must be promptly replaced. The owner or occupant has the responsibility to immediately repair broken windows, storm doors, patio doors or screens. If repairs are not made in a timely fashion, as deemed by the Association Board, fines will be assessed to the Owner's account
- 17.4 Torn or unsightly window coverings are not permitted.
- 17.5 All windows and patio doors must have screens in place.
- 17.6 The Board of Directors must approve window installation or window replacement. Window replacement must be of a design and style and operation/function to maintain the aesthetic quality of the community and have white frames. Tinted glass is not permitted.
- 17.7 Reflective film window applications are prohibited.
- 17.8 Plastic energy-saving coverings (non-tinted films) can only be installed inside the unit.

18. Satellite Dishes

- 18.1 Satellite dishes must be installed by a licensed and insured contractor. Satellite dishes may not be installed in any fashion that impedes (a) ingress or egress from any unit, (b) the use of view from any window of any other unit, or (c) the use of, access to or movement on or across any common area.
- 18.2 The Association reserves the right to inspect the installation and maintenance of the satellite dish and may require additional work to be done to ensure that the building remains watertight.

- 18.3 Satellite dishes must be maintained in good repair and condition at all times, and may not be altered in shape, color or appearance from the manufacturer's original specifications without prior written consent of the Board of Directors. Nothing may be hung, draped, painted or otherwise affixed upon or to a satellite dish. Failure to complete appropriate maintenance will allow the Association to assess fines to the owner's account.
- 18.4 A licensed and or bonded professional service contractor must perform removal of said satellite dish or antenna. The area in which such satellite dish was removed must be restored to its original condition, including without limitation, repair of all holes, and removal of all wires, cable and conduits. All cost associated with the removal will be at the Home Owner's expense. Home Owners removing a satellite dish in anticipation of the sale of a unit will not be given paid assessments letter for the purpose of closing until the requisite repair and restoration is completed.
- 18.5 The owner hereby indemnified and holds harmless the Board of Directors, the Association, its agents and members from any and all claim, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorney's fees resulting there from. The owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation or removal of the dish.
- 18.6 All satellite dishes must be FCC approved (see insert)

19. Lighting: Decorations

- 19.1 December holiday season decorations may be temporarily displayed no earlier than the week or so before Thanksgiving or no earlier than 30 days prior to other holiday periods.
- 19.2 Lights and displays for the December holiday season may not be turned on prior to the date after Thanksgiving and must be taken down by the third Monday in January. For all other holiday seasons, lights and decorations must be taken down by the third Monday following the holiday.
- 19.3 Garage coach lights must remain white for safety purposes. Colored bulbs are allowed in front door porch lights only. Colored bulbs in the garage coach lights will be changed back to white at the Unit Owners expense.
- 19.4 All lighting must be consistent with the season and shall not be permitted to cause a safety hazard. Electrical cords shall not be extended over walkways.

20. Basketball hoops

- 20.1 Portable backboards and hoops are allowed to be used if applicable.
- 20.2 It is the Home Owner's responsibility to keep all backboards and hoops in good condition and they must be secured as to prevent damage to any cars, property or other grass areas. If the backboard and hoop is deemed to be in poor condition by the Association Board, written notification will be given to the Owner to have it removed.
- 20.3 It is the Home Owner's responsibility to repair any grass area where the backboard and hoop was upon removal of said backboard and hoop (Duplex Only)
- 20.4 A Home Owner of any backboard and hoop will be held responsible for any damage caused to any association, fellow home Owners and/or Home Owner's property. Costs incurred in repair of such damage shall be charged to said Home Owner.

21. Playground Equipment

- 21.1 No children's playground equipment or children's toys will be allowed to remain on the common property unattended, or left on common areas of the property overnight. Playground equipment and toys, includes, but is not limited to, inflatable wading and/or swimming pools, skateboards, bicycles, etc.
- 21.2 Damages to any portion of the Property resulting from play equipment and/or toys are the Unit Owner's sole responsibility

22. For Sale/Rent Signs

- 22.1 "For Sale" or "For Rent" signs are allowed to be placed directly or as close as possible to the front of a unit.
- 22.2 Signs are not allowed in the grass area across the public walkway.
- 22.3 All signs are to be regular real estate or store bought signs.
- 22.4 The Association Board reserves the right to request a home Owner to remove a sign that does not adhere to these rules.

23. Vandalism

- 23.1 Any act of vandalism and or suspicious activity shall first be reported to the Plainfield Police Department; then to the property management company for determination of party or parties

Enforcement of Rules & Regulations

1. Complaints

- 1.1 Any complaint which alleges a violation of the Declaration, By-Laws or Rules and Regulations shall be made in writing to the management company and shall contain substantially the same information as that set forth in the "Violation Complaint – Witness Statement," form adopted by the Board from time to time. At a minimum the complaint shall set forth:
- a. The name, address, phone number, date and signature of the complaining witness;
 - b. The name of the alleged violator, if known, and the responsible Home Owner's name and Unit address;
 - c. The specific details or description of the alleged violation, including date, time and location; and
 - i. When a complaint is made, the Owner who is ultimately responsible shall be notified of the alleged violation by the Association or its duly authorized agents. The notification shall be in a manner prescribed by the Board in the "Notice of Violation" form, as adopted by the Board from time to time.
 - ii. In the event the alleged violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the appropriate Home Owner's account, if the Home Owner is found guilty of the violation.
 - iii. The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.
- 1.2 If any Owner charged with a violation believes either that no violation has occurred or that he/she has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:
- a. Within fourteen (14) days after the "Notice of Violation" has been served on the Home Owner pursuant to the provisions herein, the Home Owner must submit, in writing, a "Request for a Hearing," on the form prescribed by the Board.
 - b. If a "Request for Hearing" is filed, a hearing on the complaint shall be held before the Board. If a hearing is scheduled and the Home Owner does not appear at said hearing, the Home Owner shall be found guilty and the proper fine shall be imposed.
 - c. At such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation and any other pertinent information from any person(s) having direct knowledge of the alleged violation, then from the alleged violator and any witness (es) on his/her behalf. Following a hearing and after due consideration, the Board shall issue the "Notice of Determination Regarding the Violation," in the form prescribed by the Board from time to time. The decision of the Board shall be made by majority vote and shall be final and binding on the Home Owner and the Association.
 - d. Payment of any fines, assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the "Notice of Determination Regarding the Violation" is put in writing.
- 1.3 If no "Request for Hearing" is filed within fourteen (14) days, a hearing will be considered waived, the allegations in the "Notice of Violation" shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Home Owner shall be notified by the Association of any such determination in writing, in the same manner as if a hearing had been conducted by the Board.
- 1.4 If a Home Owner is found to have violated personally, or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws or Rules and Regulations of the Association the following shall occur:

- a. If found guilty of a first violation of a given provision of the Declaration, By-Laws or Rules and Regulations, the Owner shall be notified of the finding by the Association that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine (in accordance with Paragraph 1.4.C below. Notwithstanding the foregoing, the Home Owner(s) shall be responsible for their Tenants actions. In addition, any legal expenses incurred by the Association may be imposed.
 - b. If found to be guilty of a second or continuing violation of the same provision of the Declaration, By-Laws or Rules and Regulations, the Home Owner shall be notified of the findings by the Association or the Managing Agent. The Home Owner shall be assessed a Fifty Dollar (\$50.00) fine to their account with a maximum of seven days to comply.
 - c. If found to be guilty of a third or continuing violation of the same provision of the Declarations, By-laws or Rules and Regulations, the Home Owner shall be notified of the findings by the Association or the Managing Agent. The Home Owner shall be assessed a One Hundred Dollar (\$100.00) fine to their account with a maximum of seven days to comply.
 - d. If found to be guilty of a fourth or continuing violation of the same provision of the Declaration, By-Laws, or rules and Regulations, the Home Owner shall be notified of the findings by the Association or the Managing Agent. The Home Owner shall be assessed a One Hundred and Fifty Dollar (\$150.00) fine to their account with a maximum of seven days to comply or another resolution depending on the seriousness of the repetitive situation, as determined by the Creekside Crossing Board of Directors.
 - e. Where a fine is imposed, it shall be in the amount determined by a majority of the Board of Directors and shall not be less than Fifty dollars (\$50.00) and not more than One Hundred and Fifty dollars (\$150.00); provided that the Board may exceed these amounts should it determine that violator acted in a willful or malicious manner.
 - f. All expenses incurred by the Association in connection with any violation under these Rules and Regulations shall be assessed to the account of the responsible Owner.
- 1.5 Any Unit Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Owner's account, shall become a special assessment against the Owner and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Owner.
- 1.6 Time is of the essence with this policy. Notices are deemed served either:
- a. By personal delivery at the time of delivery; or
 - b. By mail following two (2) days after deposit in the United States Mail.
- 1.7 The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided by law, in equity or in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

**CREEKSIDE CROSSING ASSOCIATION
CENSUS/DECLARATION OF INSURANCE**

Please fill out this form in its entirety, and return to:
Creekside Crossing Homeowners Association
C/o Foster/Premier, Inc, 456B N. Weber Road, Romeoville, IL 60446

In accordance with the Rules and Regulations of Creekside Crossing Homeowners Association, failure to return this form will result in a violation and/or fine. ALL owners must fill out "Owner" section. If unit is rented, "Tenant/Renter" information section must also be completed. All information provided is kept confidential for the sole use of the Association. If more room is needed to complete any section, please use the back of this form.

Owner _____
Address _____
City/State/Zip _____
Phone: Home: _____
Work: _____

Tenant/Renter _____
Address _____
City/State/Zip _____
Phone: Home: _____
Work: _____

IN CASE OF EMERGENCY, IF WE CANNOT CONTACT YOU, WHOM SHOULD WE CONTACT:

Name: _____
Address: _____

Phone: Home: _____
Work: _____

**LIST ALL AUTOS - (optional)
MAKE, MODEL, COLOR & LICENSE #**

1. _____
2. _____
3. _____
4. _____

**DO YOU HAVE A PET (S)? YES ___ NO ___
IF SO, PLEASE LIST**

- TYPE (dog/cat), BREED, SIZE & COLOR**
1. _____
 2. _____
 3. _____

INSURANCE INFORMATION – A COPY OF THE DECLARATION PAGE OF YOUR INSURANCE POLICY MUST BE ATTACHED TO THIS FORM IF YOU ARE A DUPLEX HOMEOWNER

Insurance Company _____

Insurance Agent: _____ Phone #: _____

WHEN IT IS NECESSARY THAT THE BY-LAWS AND/OR DECLARATION BE AMENDED, IT IS MANDATORY FOR THE FOLLOWING INFORMATION TO BE ON FILE IN THE MANAGEMENT OFFICE:

MORTGAGEE _____
(Lending institution, if any, which holds your mortgage) DO NOT LEAVE BLANK.

I HEREBY ACKNOWLEDGE THAT ALL INFORMATION ON THIS FORM IS CORRECT AND VALID.

SIGNATURE: _____ DATE: _____

**CREEKSIDE CROSSING HOA
ARCHITECTURAL IMPROVEMENT APPLICATION AND REVIEW FORM**

Date of Application: _____

Unit Owner: _____

Address: _____ Lot # _____

Daytime Phone: _____ Evening Phone: _____

Nature of Improvement:

Location: _____

Dimension (if applicable): _____

Construction Material (if applicable): _____

Installer/Contractor: _____

**A REPRESENTATIVE DRAWING OF ALL PROPOSED IMPROVEMENTS
MUST BE ATTACHED TO SHOW LOCATION AND DIMENSIONS.**

As of the approval date of this alteration, I accept full responsibility for all of the upkeep of the altered area and agree to maintain it in a safe condition.

Owners Signature: _____ Date: _____

Approval: _____ Date: _____

Conditions/Comments:

Reason for Disapproval:

Please mail application to:

Creekside Crossing HOA
c/o FOSTER/PREMIER, INC.
456B N. Weber Road
Romeoville, IL 60446

- **Precedent and Satellite Dishes**

A similar preemption by the federal government of homeowners associations regulations occurred in the 1990s with satellite dishes. There, the FCC promulgated rules and regulations prohibiting homeowners restrictions that would interfere with the individual right of homeowners to install, maintain, and use of small satellite antennas and dishes in areas within the owner's "**exclusive use or possession.**" 47 C.F.R. Section 1.4000 (the rules); *see* Second Report and Order, F.C.C. 98-273 (1998) (adopting rules); Section 207 "Restrictions on Over-the-Air Reception Devices" of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 114. The FCC defended the regulations as a constitutionally lawful exercise of authority delegated to the FCC by Congress and in accordance with the Commerce Clause. Initially, the regulations strongly favored the individual homeowner, but the FCC relaxed the restrictions over time in response to complaints by homeowners associations. Currently, under the Rules, homeowners associations may impose reasonable "time, manner, and place" restrictions when **necessary** to address legitimate and clearly articulated **safety or historic preservation issues**, provided such restrictions are as **narrowly tailored as possible**, impose as **little burden as possible**, and apply in a **nondiscriminatory manner** to all members of the homeowners association. Courts have held that homeowners associations may impose restrictions related to aesthetic camouflaging and location as long as the restrictions do not impair clear signal reception or cause discriminatory effects. *See, e.g., Lemle Realty Corp. v. Desjardin*, 787 N.Y.S.2d 678 (2004) (recognizing the right of homeowners to install a satellite dish on a patio or balcony but not on the roof without prior permission).

- Note: Additional challenges, not discussed here, could be brought under the Due Process Clause and the Equal Protection Clause. The Contract Clause applies only to state laws, not federal, and holds that states cannot enact legislation that substantially interferes with existing public or private contracts. The court applies a strict scrutiny standard to public contracts and an intermediate scrutiny standard to private contracts.