

**EXHIBIT A  
CONDITIONAL HARD FLOORING WAIVER AGREEMENT**

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

**Subject: Installation of Hardwood Flooring**

The Association Member denoted above agrees to the following Hard Flooring Waiver Agreement as outlined below:

The Association Member acknowledges that it is impossible for the Association to ascertain the actual impact and sufficiency of a hard surface floor covering installation until it is complete. In an effort to balance the right of a Unit Owner to improve his or her Unit with the surrounding Unit Owners' rights to quiet enjoyment of their Units, the Oakbrook Terrance East Condominium Association Board of Directors does hereby **CONDITIONALLY APPROVE** your request to install hard surface floor covering, subject to the following:

- Should the Association receive complaints of excessive noise due to the hard surface floor covering, the Board may, as provided for in the Association's Declaration, require modification(s) of the installed hard surface floor covering to prevent noise to surrounding Units.
- That modification(s) required to be undertaken may include, but not be limited to, the installation of additional sound dampening material, the installation of carpet over the hard surface floor covering, and/or the removal of the hard surface floor covering.
- That any and all modification(s) required to be undertaken shall be performed, or caused to be performed by you, with any and all costs incurred in performance of the required modification(s) being your sole obligation and responsibility.
- That, in the event complaints are received concerning noise emanating from your Unit, which may be connected to your installation of the hard surface flooring, the Board may perform in its sole discretion, or cause to be performed, sound transmission testing and/or modification(s) to the installed hard surface floor covering in the Unit, with any and all costs incurred being charged to your assessment account as a Common Expense.
- That should the Board find it necessary to perform, or cause to be performed, sound transmission testing(s) and/or modification(s) to the installed hard surface floor covering in the Unit, the Board and/or their agent(s) shall have the right to access your Unit upon reasonable notice.

- Failure to comply with the terms of this conditional approval may result in the Association initiating legal action to enforce the above terms, with all attorney fees and court costs incurred by the Association being your obligation.

By installing the hard surface flooring covering you understand, agree, and accept the terms of this conditional approval. Should you have any questions, please do not hesitate to contact the Board of Directors.

Sincerely,

***Board of Directors  
Oak Brook Terrace East Condominium Association***

ACCEPTED: \_\_\_\_\_

Homeowner's Signature

\_\_\_\_\_

Homeowner's Printed Name

\_\_\_\_\_

Date Signed by Homeowner

**EXHIBIT "A"**  
**ARCHITECTURAL CONTROL AGREEMENT**  
**FOUR LAKES CONDOMINIUM HOMES CONDOMINIUM ASSOCIATION B**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between \_\_\_\_\_ and the Four Lakes Condominium Homes Condominium Association B, an Illinois Not-For-Profit corporation for and in consideration of the mutual covenants set forth herein, agree as follows:

WHEREAS, the Four Lakes Condominium Homes Condominium Association B Board of Directors (hereinafter referred to as the "Board") and/or its duly authorized Architectural Control Commission are obligated to protect and preserve the architectural integrity and aesthetic environment of the Association; and

WHEREAS, Unit Owner(s) is desirous of constructing a certain addition, improvement and/or alteration in conformity with the requirement of the Architectural Control Standards adopted by the Board of Director of Association.

1. The Unit Owner(s) shall submit to the Board of Directors and to its duly appointed Architectural Control Commission of Four Lakes Condominium Homes Condominium Association B an "Architectural Improvement Application Form."
2. In the event Unit Owner(s) uses a contractor, the contractor must provide the association with a Certificate of Insurance.
3. The Board or its duly authorized agent shall notify Unit Owner(s) in writing of its decision to approve or reject Unit Owner's proposed improvement.
4. In the event Unit Owner's improvement is rejected, Unit Owner(s) may resubmit an application form including changes, modification, or additional improvements in accordance with the conditions set forth in the Board's notice of rejection.
5. In the event Unit Owner(s) is unconditionally rejected, Unit owner(s) may submit a written appeal directly to the Board of Directors to be considered at the next regularly scheduled Board meeting, or a special meeting called for that purpose.
  - a. In the event of an appeal by Unit Owner(s), Unit Owner(s) shall be afforded a right to a hearing, to be represented by counsel and to submit evidence in defense of his application.
  - b. Upon adjudication of the Unit Owner's appeal, the Board shall notify Unit Owner(s) of its decision in writing within ten (10) days of said meeting.
  - c. The decision of the Board of Directors pertaining to Application for Improvement Appeals shall be final and binding on Unit Owner(s).
6. In the event of Board approval, Unit Owner(s) shall commence construction in strict conformity with the approved guidelines as soon as practicable, weather permitting. In no event shall construction commence after six months from the date of approval.
7. Upon construction of an improvement, Unit Owner(s) does hereby indemnify and hold harmless the Board, Association, its agent, and Unit Owner(s) from any and all claims, controversies, or cause of action

resulting from said improvement, including the payment of any and all costs of litigation and attorney fees resulting there from.

8. Unit Owner(s), his successors in title, assignees, agents or heirs, are solely and individually responsible for the repair, maintenance and restoration of his improvement so long as it remains on the property.
  - a) If at any time Unit Owner(s) fails to maintain said improvement to the satisfaction of the Board, the Board shall notify Unit Owner of his violation of this Agreement in writing.
  - b) Unit Owner(s) shall bring the improvement into compliance within ten (10) days of the date of said notification.
  - c) Failure of Unit Owner(s) to remedy the defects as outlined by the Board in the improvement, may, in the discretion of the Board, result in the Board undertaking any and all repairs, maintenance or restoration of Unit Owner's improvement at Unit Owner's expense.
  - d) Any expenses incurred by the Board in making said repairs, maintenance or restoration shall be assessed to Unit Owner's account including all costs and attorney fees.
9. In the event Unit Owner(s) constructs an improvement substantially different from that which was submitted in his application, the Board may in its discretion, enter upon Unit Owner's appurtenant portion of the common elements to dismantle and remove same or utilize any and all remedies available at law or in equity. Unit Owner does hereby indemnify and hold harmless the Board, Association and its duly authorized agent and refrain from instituting an action for trespass in the event the Board removes said improvement.
10. Upon transference of ownership of the unit, Unit Owner(s) shall inform successor in title, including any tenant or purchaser by Articles of Agreement for Warranty Deed, of the existence of this agreement and the obligation set forth herein. The obligations herein shall pass to any successor in interest.
11. Time is of the essence of this agreement.
12. This Agreement shall be construed in accordance with the laws of the State of Illinois.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

Four Lakes Condominium Homes  
Condominium Association B, an Illinois  
Not-For-Profit Corporation:

UNIT OWNER (S):

By: \_\_\_\_\_  
Agent

**No work can be started until you have a signed copy of this Modification Request.**

# Four Lakes

Condominium Homes Condo B

Lisle, Illinois 60532

EXHIBIT "B"  
FOUR LAKES CONDOMINIUM HOMES CONDOMINIUM ASSOCIATION B  
ARCHITECTURAL IMPROVEMENT APPLICATION FORM  
(GENERAL)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

LOT NO. \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

NATURE OF IMPROVEMENT: \_\_\_\_\_  
\_\_\_\_\_

COLOR: \_\_\_\_\_ STYLE: \_\_\_\_\_

LOCATION: \_\_\_\_\_ DIMENSIONS: \_\_\_\_\_

CONSTRUCTION MATERIALS: \_\_\_\_\_  
\_\_\_\_\_

SUPPLIES: \_\_\_\_\_ APPROX. COST: \_\_\_\_\_

PLANS AND SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS.

We, the undersigned, do hereby acknowledge that we understand the rules concerning the proposed improvement. We agree to abide by the rules set forth by the Board of Directors and will be solely liable for upkeep maintenance on this improvement.

DATE: \_\_\_\_\_ SIGNED: \_\_\_\_\_

(Homeowners)

\*\*\*\*\*

FOR OFFICE USE ONLY:

APPROVED BY: \_\_\_\_\_ DATE APPLICATION REC'D: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_ RECEIVED BY: \_\_\_\_\_

INSPECTED ON: \_\_\_\_\_ DISAPPROVED BY: \_\_\_\_\_

REASONS FOR DISAPPROVAL: \_\_\_\_\_

**No work can be started until you have a signed copy of this Modification Request**

Professionally Managed by:  
EPI Management Company, LLC

14032 South Kostner Avenue, Suite M • Crestwood, IL 60445 • (708) 396-1800 • Fax (708) 396-9831  
E-Mail: epi@epimanagement.com