



FOUR LAKES

CONDOMINIUM HOMES CONDOMINIUM ASSOCIATION "A"

**RULES AND
REGULATIONS
EFFECTIVE**

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www.4lakescondoa.org

**FOUR LAKES
RULES AND REGULATIONS
EFFECTIVE AUGUST 11, 2009
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Introduction

WHEREAS, the Illinois Condominium Property Act provides that the Board of Directors of a Condominium Association has the authority to adopt rules and regulations to govern the administration, management, operation, and use of the condominium property; and

WHEREAS, the Declaration of Condominium Ownership and the By-Laws of the Four Lakes Condominium Homes Condominium Association 'A' empowers the Board of Directors to prepare, adopt, and distribute rules and regulations after notice thereof to Unit Owners and to further enforce said rules and regulations in the manner provided by law; and

WHEREAS, the Board of Directors deems it necessary and prudent to adopt rules and regulations.

NOW, THEREFORE, BE IT SAID AND IT IS HEREBY RESOLVED by the Board of Directors that the following shall constitute the Rules and Regulations for Four Lakes Condominium Homes Condominium Association 'A'.

Website:

The Four Lakes Condominium Homes Condominium Association 'A' has a website which is available to all unit owners. Please visit: www.4lakescondoa.org

Enforcement Policies:

PROCEDURES FOR THE ENFORCEMENT OF RULES

Any complaint which alleges a violation of the Declaration, By-Laws, or Rules and Regulations shall be made in writing and shall contain, at a minimum, the following in substantially the form of **Exhibit A:**

- i. The name, address and phone number of the complaining person.
 - ii. The Unit Owner's name, Unit number or address of the Unit where the person or Resident complained of resides.
 - iii. The specific details or description of the violation, including the date, time and location where the violation occurred.
- A. When a complaint is made pursuant to the above, the Unit Owner shall be notified of the alleged violation by the Association or its duly authorized Managing Agents.
 - B. In the event the alleged violation is not the first violation by the Unit Owner, or in the event the 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 fees and costs incurred will be assessed to the Unit Owner's account, if the Unit Owner is found guilty of the violation.
 - C. If contacted regarding the violation, the Association's attorney 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 or Rules and Regulations of the Association.

- D. If any Unit Owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Unit Owner must within ten (10) days after the Notice of Violation has been served upon the Unit Owner, pursuant to the provisions herein, request, in writing, to the Managing Agent, a hearing concerning the violation.
- E. Nothing herein stated shall be deemed to preclude the Board from automatically scheduling a hearing in the absence of a hearing request from the Unit Owner. In the event that the Board schedules a hearing in this manner, the Association shall deliver to the Unit Owner and/or occupant notice of the hearing.
- F. Hearings on the complaint shall be held before the Association's Board members. At any such hearing, the Association's Board members shall hear and consider statements regarding the alleged violation. Following the hearing, a determination shall be made by the Association's Board members regarding the alleged violation. The decision of the Board shall be made by majority vote and shall be final and binding. Results of the hearing shall be sent to the Unit Owner.
- G. Payment of charges, costs or expense made pursuant to the provisions contained herein shall become due upon determination and notification to the Unit Owner.
- H. If no request for a hearing is filed within ten (10) days, the allegations shall be deemed admitted and a hearing will be considered waived. The Unit Owner shall be notified by the Association of the determination.
- I. If a Unit 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:
- iv. The Unit Owner shall be notified of the findings by the Association or its duly authorized Managing Agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning.
 - v. If a violation is a second or continuing violation of any provision of the Declaration, By-Laws, or Rules & Regulations, the Unit Owner shall be notified of the findings by the Association or its duly authorized Managing Agents. The Unit Owner shall also be assessed a fine.
 - vi. Unless otherwise provided in these Rules, where a fine is imposed, it shall be in the amount up to \$1,000.00 for a single incident of violation.
 - vii. If found to be guilty of any violation, including a first violation, the notice of determination also may require the Unit Owner to correct any damage of any unauthorized condition on the Property for which the Unit Owner has been found responsible, to pay the cost of any repairs which have previously been made or to pay any legal expense and costs incurred by the Association as a result of the violation.
 - viii. In the event any violation has resulted in damage to the Common Elements or has resulted in any damage or any unauthorized condition on the Property, the Unit Owner will be given a notice of the violation or damage, the Association will proceed to have the violation corrected and the Unit Owner will be charged for the full cost of labor, materials required and any other expenses incurred by the Association.

- ix. The Unit Owner also shall pay the amount of legal fees (whether or not litigation is filed) and costs (including, without limitation, court costs, title company charges and management company charges) incurred by the Association in connection with the violation and all costs, damages, expenses and other charges attributable to or resulting from the violation
- x. Any Unit Owner charged hereunder shall pay any charges imposed within thirty (30) days of notification, by mail, that such charges are due. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges shall be collectible as a Common Expense in the same manner as any regular or separate assessment against the Unit.

Access to Association Records

To the extent required by law, any Unit Owner in person or by agent and at any reasonable time or times shall have the right to inspect, examine and make copies of the books and records of the Association upon having first submitted a written request to the Board through the managing agent stating with particularity the records sought to be examined. The written request to inspect, examine and make copies of certain types of records must include a proper purpose for the request. The actual cost to the Association of retrieving and making request records available for inspection and examination shall be charged by the Association to the requesting Unit Owner. If a Unit Owner requests copies of records, the actual cost to the Association of reproducing the records shall be charged by the Association to the requesting Unit Owner.

Antennas/Satellite Dishes

A. DEFINITIONS

- i. Antenna -- Any device used for (a) the receipt of direct broadcast satellite (DBS) services, including direct-to-home satellite services; (b) the receipt of video programming services via multipoint distribution services (MDS); (c) the receipt of local television broadcast signals; or (d) the receipt or transmission of fixed wireless signals. A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets standards established by the Federal Communications Commission ("FCC") for radio frequency emission. Masts, cabling, supports, guy wires, conduits, wiring, fasteners or other accessories necessary for the proper installation, maintenance and use of a reception antenna shall be considered part of the antenna.
- ii. Exclusive-Use Area -- A Limited Common Element adjacent to the Unit Owner's Unit reserved for the exclusive use of a designated Unit Owner as defined in the Declaration and the Act (example: balcony/patio).
- iii. Fixed Wireless Signals -- Any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high-speed Internet access to a fixed location. This definition does not include, among other things, AM/FM radio, amateur ("HAM") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals.
- iv. Mast -- A structure to which an antenna is attached that raises the antenna height.
- v. Telecommunications Signals -- Signals received by DBS, local television broadcast and MDS antennas, and fixed wireless signals.

- vi. Transmission-Only Antenna -- Any antenna used solely to transmit radio, television, cellular or other signals. For the purpose of this section, the term "transmission-only antenna" shall not mean antennas designed to receive and/or transmit fixed wireless signals that meet applicable FCC transmission guidelines.
- vii. Unit Owner -- Any Unit Owner within the Association. For the purpose of this section, the term "Unit Owner" shall include a permitted tenant of a Unit Owner.

B. INSTALLATION RULES

i. Antenna Size and Type

- a. "Dish" antennas designed to receive DBS services, including direct-to-home satellite services that are one meter or less in diameter may be installed. Larger antennas are prohibited.
- b. MDS antennas designed to receive video programming services that are one meter or less in diameter or diagonal measurement may be installed. Larger antennas are prohibited.
- c. Antennas designed to receive or transmit fixed wireless signals that are one meter or less in diameter or diagonal measurement may be installed. Larger antennas are prohibited.
- d. Antennas designed to receive local television broadcast signals may be installed, so long as the antenna fits within any applicable mast requirements.
- e. Installation of transmission-only antennas is prohibited.
- f. Antennas used to transmit signals and/or to receive signals from multiple customer locations are prohibited.
- g. All antennas not covered by the FCC regulations are prohibited.
- h. No more than one antenna may be installed by a Unit Owner.

ii. Location

- a. Antennas must be installed solely in the Unit Owner's Unit or on the Unit Owner's exclusive-use area. In general, that area would be a balcony or patio area adjacent to and serving the Unit. Installation of antennas on a Limited Common Element does not convert the Limited Common Element to individually-owned property.
- b. Antennas must not extend beyond the Unit Owner's exclusive-use area or encroach upon any Common Elements or another Unit Owner's Unit or Limited Common Element.
- c. Antennas shall be located in a place shielded from view from the building exteriors or from other Units to the greatest extent possible, unless such shielding would preclude or unreasonably delay or increase the cost of reception of an acceptable quality signal.
- d. Installation shall not be on the Common Elements, even if an acceptable quality signal

cannot be received from an exclusive-use area.

iii. Installation

- a. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal and shall not encroach onto the Common Elements or another Unit Owner's Unit or exclusive use area.
- b. All installations shall be completed so they do not damage the Common Elements, the Limited Common Elements or the individual Units. No installation shall be permitted which would void any warranties provided to the Association or in any way impair the integrity of the building.
- c. Improper installation can cause damage to structures, posing a potential safety hazard to Association residents and personnel. Any installer other than the Unit Owner shall provide the Association with an insurance certificate listing the Association, the Board and the Association's management company as additional insured parties prior to installation. Insurance shall meet the following minimum limits:
 1. Contractor's General Liability: \$ 2,000,000.00.
 2. Workers' Compensation: Statutory limits for all persons performing work on the Condominium property.
- d. Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
- e. There shall be no penetrations of exterior, exclusive-use areas of the building. The following devices shall be used:
 1. Dishes may be installed on the unit patio or balcony. No penetration of the building or its Structure is allowed. If it is necessary for penetration to any of the building components formal written permission from the Board of Directors will be necessary.
- f. Satellite Dish must be installed on the patio/balcony in a free standing five gallon white bucket or other free standing device subject to Board approval.

iv. Maintenance -

- a. Unit Owners who install or maintain antennas are responsible for all associated costs, including, but not limited to, costs to:
 1. Place (or replace), repair, maintain, inspect and remove antennas;
 2. Repair damage to any property caused by antenna installation, repair, maintenance, inspection, removal or use;
 3. Pay medical expenses incurred by persons injured by antenna installation, repair, maintenance, inspection, removal or use;
 4. Reimburse residents or the Association for damage caused by antenna

installation, repair, maintenance, inspection, removal or use (by any means); and

5. Restore antenna installation sites to their original condition.

- b. Unit Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Unit Owners shall be responsible for antenna maintenance, inspection, repair and replacement and the correction of any safety hazard.
- c. If antennas become detached from their original points of installation, Unit Owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may, without notice, remove or repair antennas at the sole cost and expense of the Unit Owner.
- d. Unit Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates and/or to conform to any color guidelines of the Association, provided that any repainting does not interfere with reception of an acceptable quality signal.

v. Safety –

- a. Antennas shall be installed and secured in a manner that complies with all applicable municipal and state laws and regulations and manufacturer's instructions. Unit Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required.
- b. Unless the above-cited laws and regulation require a greater separation, antennas shall not be placed within twp. (2) feet of power lines, above-ground or buried. The purpose of this requirement is to prevent injury or damage resulting front contact with power lines. The Unit Owner installing the antenna shall be responsible for contacting the utility companies, as applicable, prior to any installation.
- c. Antennas shall not obstruct access to or exits from any Unit, walkway, electrical service equipment, fire Jane, fire hose, fire extinguisher, safety equipment, electrical panel, water shut-off valve, or any other area or equipment necessary for the safe operation of the property. The purpose of this requirement is to ensure the safety of Association residents and personnel and safe and easy access to the Association's physical plant.
- d. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the Unit Owner's Unit.
- e. To prevent electrical and fire damage, antennas shall be permanently grounded.

C. ANTENNA CAMOUFLAGING

- i. Exterior antenna wiring shall be installed so as to be minimally visible.

D. MASTINSTALLATION

In no event shall a mast extend beyond the Unit Owner's exclusive-use area or encroach upon any Common Elements or another Unit Owner's Unit or Limited Common Elements. Mast height shall be no higher than absolutely necessary to receive acceptable quality signals. Masts higher than twelve (12) feet above the roofline may be subject to local governmental permitting requirements.

E. ANTENNA REMOVAL

Antenna removal requires restoration of the installation location to its original condition. Unit Owners shall be responsible for all costs relating to restoration of this location.

F. ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE LOCATED

- i. If antennas are installed on property that is maintained by the Association, the Unit Owners retain responsibility for antenna maintenance. Antennas must not be installed in a manner that results in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the Unit Owners are responsible for all such costs.
- ii. If maintenance requires the temporary removal of antennas, the Association shall provide Unit Owners with a ten (10) day written notice, provided that there is no emergency requiring immediate removal. Unit Owners shall be responsible for removal or relocation of their antennas before maintenance begins and replacement of their antennas afterward. If they are not removed in the required time, then the Association may do so at the sole cost and expense of the Unit Owner. The Association ' is not liable for any damage to antennas caused by Association removal or storage.

G. INSTALLATION BY TENANTS

The Rules contained in this section shall apply in all respects to tenants or occupants of the Unit other than the Unit Owner, and the Unit Owner shall remain liable for any violations of this section.

H. ENFORCEMENT

If the Rules contained in this section are violated, the Association may begin action for declaratory relief with the FCC or any court of competent jurisdiction. The Association also may proceed with Rule enforcement efforts and, in the event a violation is determined to have occurred, to the extent permitted by law, all appropriate sanctions may be imposed, including, but not limited to, a daily fine for violations of a continuing nature. In addition to any other available remedy, the Association may seek injunctive relief to prohibit the installation of an antenna or to seek removal of an installation. The remedies hereunder are not exclusive. In the event of any violation of this section, the Association reserves the right to utilize any and all remedies, both legal and equitable, to prevent violations or to compel enforcement. Any election of a particular remedy by the Association shall not preclude the Association from seeking any other remedy. To the extent permitted by law, the Association shall be entitled to recovery of attorneys' fees, costs and expenses incurred in the enforcement of this section, including, but not limited to, fees, costs and expenses incurred in connection with the Association's seeking of injunctive relief.

Buildings

- A. No Unit Owner shall make additions to the buildings and/or grounds of the Property without prior written consent of the Board. This includes but is not limited to: storm/screen doors, windows, doorknockers, nameplates, decorative lighting and any balcony changes.
- B. Carpet of Astroturf is not permitted.
- C. No storage on the patio/balcony is allowed. Each unit may have a gas only barbeque grill, patio table and chairs and may have up to four (4) 16" flower pots per unit so long as they don't encroach onto the common areas. No plant/flower shelving's are allowed.

- D. No Unit Owner shall display, hang, or store any clothing, sheets, blankets, laundry, shades, or other articles outside their unit. The American Flag or a military flag may be displayed. If you wish to display an American Flag or military flag you must put your request in writing and show a diagram of where the flag holder will be installed.
- E. Windows must have proper window coverings installed. Window coverings must be white in color from the outside. No tinting or frosting of glass is allowed.
- F. No signs, posters or any other items may be displayed in any of the windows
- G. No bird feeders, bird baths or any other animal feeding devices are allowed. Unit owners may not feed any wild animals.
- H. For renovation within their Units, Unit Owner and/or their contractors must obtain all necessary permits and licenses and shall arrange for inspection by proper authorizes, such as, but not limited to the municipal authority. The association maintains the right to terminate any work if there is non-compliance with the applicable Rules & Regulations.
- I. Prompt removal of constructions debris from Unit and Common Elements is the responsibility of the Unit Owner where such debris is created. If extra cleaning of the Common Elements and/or additional scavenger expenses is necessitated, the Unit Owner will be charged for the additional expense. No construction debris may be put in the garbage chute or in the dumpsters used by the Association.
- J. No one shall post any item in the lobby area bulletin boards or on any common areas unless Board approval has been given.
- K. Firewood may only be kept on the patio/balcony if it is kept in a commercially made rack for fire wood. A maximum of 24 pieces of wood may be kept on the patio/balcony in the rack.

Though not an exhaustive list, the following items are prohibited from being stored on patio/balconies:

- window air conditioning equipment (excluding window fans that fit within the framework of the window and do not protrude the outer plane of the building)
- awnings or permanent patio enclosures or other structures
- clotheslines
- playground equipment
- dog stakes
- doghouses or cathouses
- basketball hoops, backboards or standards
- any permanent or temporary exterior storage building
- ponds or fountains
- bug zappers
- Tiki torches
- Storage containers of any type
- Coolers or alcohol storage containers
- Toys, bikes, kids play equipment
- Brooms/dustpans
- Furnace Filters
- Trash receptacles

Common Areas

For portions of the Property defined as the Common Elements and often referred to as the Common Areas, the following apply:

- A. Storage of any kind is expressly prohibited on or in any Common Area unless the area is expressly designated for such purpose.
- B. All toys, recreation equipment, bicycles, and the like may not be kept in or on the common areas.
- C. Any game or other activity that creates a nuisance, damages the Common Area or any Unit or disrupts the peace is prohibited on or in any portion of the Common Area.
- D. Unit Owners may not enclose any portion of the Common Area.
- E. Unit Owners are responsible for keeping lawn areas immediately surrounding their respective Units clean and free from debris.
- F. Lawn ornaments, including but not limited to statuary, birdbaths, bird feeders, tiki torches and Shepherd's poles prohibited, unless expressly granted by the Board of Directors.
- G. Seasonal lights are prohibited except during the holiday season. All Holiday Lights/Decorations must be removed with-in thirty (30) days following the exact date of the holiday.
- H. Plastic, wood, wire, stone, etc. may not be used to edge or border gardens planting areas, or balcony railings.
- I. No items may be hung from or attached to the landscaping with the exception of holiday decorations.
- J. No storage of any type is allowed in the furnace rooms. **Any items in the furnace rooms will be removed without notice.**
- K. Unit Owners are not permitted to repair or hire any contractor to repair the Common Elements . The Unit Owner must inform the Managing Agent if there is a repair that requires attention.
- L. Internal Dryer Vents and the chimney flue are the unit owner's responsibility. It is strongly suggested that homeowners have the dryer vents and chimney flues cleaned at least once a year.
- M. Nothing may be kept in the building hallways including door mats or shoes. **Any items in the hallways will be removed without notice.**

Contractors, Tradesmen or Vendors

Because the authority to do so has been vested in the Board of Directors and to eliminate the possibility of misunderstanding or litigation and unnecessary cost, Unit Owners or residents are not to contact or communicate directly with any contractors, tradesmen or vendors (or their employees or agents) providing services to the Association. Unit Owners or residents are not to contact or communicate with the Association's attorney, accountant or other professionals except where asked to respond on behalf of the Association and then only as directed by the Board. Any cost or expense incurred by the Association as a result of any such unauthorized contact shall be charged to the Unit Owner and will be added to and become part of his or her share of the common expenses payable in the same manner as assessments.

Deliveries/Move In

- A. All deliveries that require the use of the elevators must occur weekdays between the hours of 7:00 A.M. and 10:00 P.M.
- B. Access to the mechanical room for service work must be done Monday through Friday between the hours of 8:30 A.M. and 4:30 P.M. Homeowner contractors will need to contact Management to obtain the code for entry to the Mechanical room.
- C. All owners to the Association are required to sign a form that they have read and understand the Rules & Regulations and agree to abide by them. (Exhibit F)
- D. All Renters will be required to sign a form that they have read and understand the Rules & Regulations and agree to abide by them. (Exhibit F)
- E. All owners must use the back door of the building to move or deliver furniture or larger items.
- F. **All move-ins and move-outs must give at least 48-hour notice to the Management Company. All move-ins require payment of a non-refundable \$100.00 moving fee prior to commencement of the move. Failure to properly schedule a move or to remit a moving fee may result in a minimum fine of \$200.00 per occurrence.**
- G. **Any damages caused from a delivery or move in/move out, that can be proven, will be at the expense of the Unit Owner that caused the damage.**

Elevators

- A. Passenger elevators are located in the middle of each of the hallways. Any malfunction of the elevators should be reported immediately to the Management office
- B. Smoking or carrying anything of lighted smoking materials is prohibited at all times.
- C. Eating and drinking in the elevators is prohibited.
- D. No children shall be allowed to play in the elevators.
- E. Defacing of the Elevators in any manner by a resident or a guest of a resident will be considered a violation. Fines and costs for repairs can be charged back to the unit owner.

Emergency Access to Unit

If Management must obtain access to any Unit during an emergency, all costs and expenses associated with that entry shall be borne by the Unit Owner and the Unit Owner shall be responsible for any and all damages resulting from that entry, whether forced or otherwise. As in the Illinois Condominium Property Act, "emergency" shall be defined as an immediate danger to the structural integrity of the Common Elements or to the life, health, safety or property of the Unit Owners.

These Rules may be enforced by the Board of Directors by means deemed appropriate by the Board and by the authorities given to the Board by the Declaration of Condominium Ownership and the Illinois Condominium Property Act.

Flooring

- A. Carpet shall be installed or placed over commonly used felt, foam or rubber pad.
- B. Tile shall only be installed in the foyer, kitchen, bathrooms and hallway and must be installed over sound conditioned felt paper.
- C. Wood, parquet or like flooring is not allowed except when meeting the following conditions:
 - 1. Owner has installed the flooring over a noise-insulating material;
 - 2. Owner has provided a signed copy of a waiver (included in the appendix) agreeing to hold the Association harmless in the event of complaints of excessive noise from neighboring unit owners.
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- D. Natural marble, flagstone, ceramic tile, and the like shall be installed in a sand and cement bed.

General Vehicle Regulations

A. Definitions:

Abandoned vehicles are defined as in a state of disrepair rendering the vehicle incapable of being legally driven in its present condition.

Commercial vehicles are defined as any vehicle operated for the transportation of persons (such as limousines or taxis) or property in the furtherance of any commercial or industrial enterprise. This includes tractors for semi-trucks. Vehicles with any signage are not allowed.

Derelict vehicles are defined as inoperable, unregistered, discarded motor vehicles, having lost their character as a substantial property and left unattended without justification on the Association's property.

Recreational vehicles are defined as every camping trailer, trailer, motor home, mini- motor home, travel trailer, truck camper, boat, jet ski, snowmobile, van camper, used primarily for recreational purposes and not used commercially. Trailer is defined as every vehicle without motor power in operations, including boat trailers.

Licensing: All vehicles must be properly licensed while on Common Areas.

B. Prohibited vehicles:

- 1. Any vehicle having commercial advertising on the body thereof (that exceeds area larger than 25% of the vehicle), vehicles having a license plate greater than a "B" designation, vehicles exceeding 8,000 pounds gross weight and/or having an overall length of twenty feet (20') or greater.
- 2. Commercial vehicles may not be parked on the property overnight.
- 3. Motor homes, Boats, Trailers and other recreational vehicles are not allowed on the property at any time.
- 4. All unlicensed vehicles, such as, but not limited to passenger vehicles, go-carts, mini-bikes, snowmobiles, motor bikes, etc., are strictly prohibited from operation on, or from being parked on the Common Elements, including the Limited Common Elements. All abandoned and derelict

vehicles are prohibited on the Common Elements.

C. Storage Prohibited:

1. Commercial vehicles may not be stored on the property overnight.
2. All unlicensed vehicles, such as, but not limited to passenger vehicles, go-carts, mini-bikes, snowmobiles, motor bikes, etc., are strictly prohibited from being parked, stored or used on the Common Elements or Limited Common Elements.

D. Motor Vehicles Generally:

- A. Vehicles may not display any signage or advertising of any kind (including "For Sale" signs).
- B. Any vehicle left in a HAZARDOUS condition is subject to immediate towing at the owner's expense. An example of hazardous condition is a car left up on jacks and unattended.
- C. No vehicle repairs or mechanical maintenance (e.g. changing oil) are allowed in parking areas or other Common Elements. Emergency repairs will be permitted only if necessary and any damage caused to the Common Elements or driveways by a Unit Owner, his guest, tenant, family or invitee, shall be paid for by the Unit Owner.
- D. All vehicles must follow all parking and speed policies.
- E. Any vehicle parked in a reserved parking space which does not belong to you may be towed at the vehicle owner's expense without notice.
- F. Guest parking spaces are intended for guests of owners.
- G. No vehicle may be parked in guest parking for more than 2 consecutive days, or more than 3 days per week.
- H. Fire regulation prohibit parking a motorcycle anywhere but in the parking lot. Therefore, motorcycles cannot be parked on walkways, patios or under stairwells.
- I. **Any vehicle in violation of the above rules is subject to towing without notice.**

Hallways, Stairwells & Lobby

- A. Loitering is prohibited in hallways, stairwells and lobby areas.
- B. Smoking is prohibited in all indoor common areas of the building.
- C. Children and pets are not permitted to play or run in any of the indoor common areas.
- D. Bicycles, tricycles, skateboards, roller skates/blades, scooters and carts are not permitted to be used in the hallways, lobby or stairwells.
- E. Village of Lisle and DuPage county fire regulations prohibit any items including shoes, doormats, furniture or toys from being stored in the hallways, stairwells or lobby. Any items stored in these areas will be

removed and disposed of without notice to the owner.

- F. No unit owner or resident shall paint, decorate, or place signs/pictures upon the outside of their unit including doors to the unit without prior written approval.
- G. Canvassing and distribution of materials to individual units is prohibited except for the official business of the Association and Management.
- H. Door to door soliciting is prohibited.

Insurance

- A. The Board shall maintain at common expense the Association's property, general liability and directors and officers insurance and fidelity bond as required by law. Each Unit Owner must obtain insurance covering his or her personal liability and compensatory (but not consequential) damages to another Unit caused by the negligence of the Unit Owner or his or her guests, residents, or invitees or regardless of any negligence originating from the Unit. The personal liability of a Unit Owner shall include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance required by this section and the decorating, painting, walls and floor covering, trim, appliances, equipment and other furnishings
- B. Each Unit Owner must provide evidence of such insurance coverage by submitting to the Association through its Managing Agent a Certificate of Insurance or Declaration page for such insurance within ten days or its issuance or renewal or as may be reasonable requested by the Board. Failure of the Unit Owner to purchase or produce evidence of such insurance shall allow the Board to purchase the insurance coverage and charge the premium cost back to the unit owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance or with regard to the timing of its purchase of the insurance or the amounts or types of coverage's obtained.
- C. In the case of a claim for damage to a Unit or the Common Elements, the Board (i) may pay the deductible amount as a common expense, (ii) after notice and an opportunity for a hearing, assess the deductible amount against the Unit Owner(s) who caused the damage or from whose Unit(s) the damage or cause of loss originated or (iii) require the Unit Owner of the Units affected to pay the deductible amount.
- D. Unit Owners who fail to comply with these Rules shall be subject to a fine up to \$1,000.00 as determined by the Board of Directors.
- E. All Unit Owners and occupants of Units are encouraged to consult with an insurance professional so as to purchase adequate insurance coverage.

Occupancy Information

- A. **Unit owners are required to submit an updated Census Form annually to the Management Company. These Resident Information Forms are due each year by January 31st, even if no information has changed. Copies of this form are available on the Association's website or by contacting the Management Company. In the event that any information changes throughout the year, it is the Unit Owner's responsibility to submit an updated Census Form. Failure to provide or maintain an updated Resident Information Form will result in a fine of \$150.00 each month until the Census Form is received by the Management Company.**

Leases and Temporary Occupancy

- A. The leasing of the unit is subject to requirements of article 13. Section 13.2 of the Association Declaration and applicable city or county ordinances.
- B. **Lease term shall be for rental of only the entire Unit and not for less than one (1) year.**
- C. Sub leases are not permitted.
- D. No portion of the unit less than the entire unit may be leased.
- E. Owner must provide a lease rider to the Association prior to the move in.
- F. Owners must submit a copy of the signed lease to management prior to move in.
- G. Any damage created by a move in will be repaired and the cost will be charged back to the account or taken from the security deposit.
- J. Owners are responsible for all conduct of its tenants and their guests and are financially responsible for any damage to the common areas by their tenants and their guests.
- K. Owners are responsible to supply the tenant with unit keys, mailbox keys and common area keys and furnace room keys.
- L. All leases shall expressly provide that the tenant shall use the unit only for residential purposes.
- M. Owners must provide updated homeowner information form whenever the unit is leased to a new individual. This form must include the unit owners off property address and contact phone numbers, as well as the contact phone number and named for the tenant and everyone living in the unit.

Municipal Ordinances and Codes

Unit Owners shall comply with the municipal ordinances and codes of DuPage County.

Nuisances and Disturbances

- A. No noxious or offensive activity shall be carried on in any Unit or on the Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.
- B. Unit Owners/residents are responsible for the conduct of guests in the Unit and on the Common Elements.
- C. Residents are to keep the volume of audio equipment or musical instruments at a level that will not disturb or annoy other residents.
- D. Unit owners may not do any type of construction during the hours of 10:00 P.M. to 7:00 A.M.

- E. Dogs barking consistently which causes a disturbance to other residents will not be tolerated.

Parking

A. Parking Spaces

1. No vehicle may be parked in visitor parking for more than 48 consecutive hours or at any time more than any 3 out of 7 days.
2. Parking is prohibited on all streets and areas not specifically intended for vehicle parking.

B. Miscellaneous Parking Restrictions

1. Parking is prohibited within twenty (20) feet of a fire hydrant or an intersection.
2. Parking is prohibited where it impedes the ingress and egress to any individual Parking lot or other portions of the Property.
3. Parking is not permitted in the service drives, except for during the move in - move out of the building.
4. Only one motorized vehicle can be parked in a space.

Pets

A. A pet fee of \$100.00 is required per calendar year for each dog. This fee will be pro-rated by month.

1. The fee will be charged to unit owners accounts in January of each year.
2. The revenue for this will be spent on the mutt mitts that are provided to the owners, as well as to defray the costs of additional wear and tear on the common elements caused by dogs.
3. All pets will be provided with a registration tag. Any owner/resident with a pet found on the property without the registration tag will be charged the pet registration fee and a violation fine of a minimum of \$50.00 per dog in violation.
4. Any new pets brought onto the property must be registered within 30 days. A fee will not be charged for the current year for any pet registered in December. Revised 7/2013
5. **Any Unit Owner who has a pet(s) that is/are not registered with the Association will be assessed a \$500.00 fine for each and every month the pet(s) remain unregistered. No "visiting" dogs nor "Pet Sitting" is allowed within the Association at any time. A \$500.00 fine will be issued for any pet(s) that fall into this category on a monthly basis.**

B. No more than two (2) pets with an individual weight not to exceed sixty (60) pounds at full growth may be kept in a unit.

1. **No more than one (1) dog may be kept in any one unit.**
2. **Existing resident's pet(s) will be grandfathered; however, any existing dog(s) which pass away cannot be replaced. Any dog(s) not registered by June 30, 2015 will not be grandfathered in.**

- C. **Current pet vaccination documents must be submitted to management when the Census Card is updated annually.**
- D. Pets shall be permitted to play while on a leash under the control of the owner on the Common Areas; however, it shall be the responsibility of the pet owner to REMOVE IMMEDIATELY ANY PET WASTE made by such pet.
- E. Prohibitions:
1. No animals other than dogs, cats, birds, fish or animals reasonably considered to be household pets shall be kept in any Unit.
 2. Breeding pets is not allowed.
 3. Unit Owners and occupants may not use their Units as pet-sitting facilities.
 4. Pets shall not be fed on any portion of the Common Elements, including the Limited Common Elements.
 5. Permitted pets shall not create a nuisance to other residents by continuous and repeated barking, whining, crying or other disturbances.
 6. Pets may only be brought down in the elevators and rear stairwell. All pets must be brought out through the back door of the building. Pets may not be brought down the front stairwell or out the front door.
 7. Breed Restrictions - Pit Bull, Rottweiler, and Doberman breeds as well as mixes of these breeds are not allowed. However, any such dog kept in the Association **and** registered in accordance with **part A** as of **10/1/2013** is exempt from this rule. Revised 7/2013
 8. All pets must be in compliance with all state, county and local laws and ordinances. Revised 7/2013
- F. Pets must be kept in a manner that does not jeopardize the health, safety and welfare of other Unit Owners and occupants.
- G. Control of Pets:
1. All pets **MUST** be kept on a hand-held leash at all times on any portion of Common Elements. Stakes and chains are not permitted in the ground, attached to the building, shrubbery trees or any personal property.
 2. Pet owners shall keep the pet under control at all times so as not to frighten other persons or in any way to become a nuisance. The rights of non-pet owners must be respected at all times.
 3. Unit owners/residents must keep the pets under control at all times. Pets which exhibit malicious behavior *will* be required to leave the Association with written notice. Owners are to assume full responsibility for any personal injury and or any property damage caused by their pets.
- H. Prohibitions specific to Balconies and Patios:

1. No pet shall be permitted to be kept on the patio or balcony without the presence of its owner.
 2. Balconies and patios shall not be used as pet runs.
 3. Pets shall not be fed on balconies or patios.
 4. NO pet shall be permitted to relieve itself on any balcony UNDER ANY circumstance.
 5. No bird cages, dog houses or cat cages are allowed on patios or balconies or attached or place on any Limited Common Elements or Common Elements
- I. No birdcages, doghouses, cat cages or other container utilized to house pets are allowed on the Common Elements, including the Limited Common Elements.
- J. Unit Owner Responsibility for Damage:
1. Any damage to any portion of the Common Elements, including but not limited to the grass and shrubbery, caused by pets will be replaced and billed back to the owner of the pet or to the Unit Owner responsible for the pet.

Plantings

Each unit may have up to four (4) 16" round or 16" X 16" Planters / flowerpots on their balcony/patio only. No planter may be hung from any portion of the building. No planters of any sort are allowed to be placed on the railing of the balcony.

All planters/flowerpots must have a device to catch water as to not drip water on the units below yours.

Sale of Unit/Refinance

In the event of any resale, refinance, second mortgage, home equity loan, etc., of a unit, the following rules shall apply:

The Association through its Managing Agent shall provide the required information to any Unit Owner who requests it. The information shall be provided only:

- When requested in writing by the Unit Owner or his or her agents, and
- Within thirty (30) days of the request.

The Managing Agent may charge a fee to the Seller for the cost of this service. However, in the event a request is made which requires this information to be provided in less than ten (10) days; the Managing Agent will charge the Unit Owner an additional fee.

Only Realtor Lockboxes for a condominium unit currently For Sale or For Rent within the building and listed on the Realtor's MLS can be placed on the Lockbox Bar located at the rear of each building. Realtor lockboxes must also be identified with a six (6) digit code (Building address and Unit Address as well as the Owner & contact number of the lockbox). Any lockboxes without this information will be removed without notice.

Seasonal Decorations

- A. Seasonal decorations shall not be installed or used earlier than one (1) month prior to the holiday and must be removed no later than one (1) month after the end of the particular holiday.
- B. Seasonal decorations may not be attached to any Common Element, Limited Common Element or landscaping.
- C. No decorations that create a safety hazard or public nuisance shall be permitted.
- D. Any electrical outdoor decorations must be UL listed for outdoor use. Any electrical cords used with seasonal decorations may not run over any sidewalk or walkway for any reason.
- E. Unit Owners have full responsible for properly and safely disposing of seasonal decorations. In the event that decorations are not removed within the time period provided, the Association may cause such removal. All costs and expenses incurred by the Association shall be charged to the unit owner.
- F. Any damage done by seasonal decorations or their attachments to any Common Element, Limited Common Element or landscaping will be the Unit Owner's financial responsibility and any repairs necessary, due to the decorations will be affected by the Association at the Unit Owner's expense.

Signs

A. General

- 1. Signs, advertisements, commercial, personal or political notices are strictly prohibited from display from any Unit (including the windows).
- 2. Signs, advertisements, notices, commercial or personal are strictly prohibited from display on the exterior of a unit, Limited Common Area or Common Area at any time unless posted by the consent of the Board.

B. For Sale / For Rent:

- 1. "For Sale" and "For Rent" signs are prohibited.

Smoke Detectors/Carbon Monoxide Detectors

Each unit is required by: law to have at least one smoke detector and carbon monoxide detector and an ABC rated fire extinguisher in their unit. Owners are required to supply and maintain these devices. The batteries for these devices shall be changed twice per year by the owner/resident.

Smoking in common areas

Smoking of cigarettes, cigars and pipes is not permitted in any common areas which includes lobby, hallways, stairwells, elevators or within 25 feet of the front or rear entrances.

Storage Lockers

Each building has storage lockers located in the building. Each locker has a unit address labeled on it. You

may only use the storage locker which is labeled with your unit. The Association or management is not responsible to make a storage locker available to you. The owner is responsible for all items in the storage lockers. The Association or management will not be held liable for any damage or loss of items stored in any common area lockers. Any items stored in the locker room areas not in an actual locker will be removed and disposed of without notice to owners.

Supplemental Heating

Heaters using liquid fuel are ABSOLUTELY PROHIBITED for use in any Unit.

Storage of poisons, explosives, gasoline or other flammable materials within a Unit or on the common areas is prohibited.

Trash

A. Disposal Requirements

1. Trash Chute should only be used between the hours of 7:00 AM. and 10:00 P.M.
2. All trash shall be securely placed inside a 13 gallon or smaller plastic garbage bag and must be tied closed.
3. Any objects not in a 13 gallon plastic garbage bag must be walked down to the 1st floor garbage room.
4. No garbage shall be placed in the hallway for any reason. If there is a problem with the garbage chute, residents must carry the waste to the first floor garbage room.
5. Flammable materials and construction debris may not be discarded in the chutes.

Special pick-up items are typically any item that is too heavy or big for one person to load it into the garbage dumpster. Items that may require special pick up are carpeting, appliances, construction materials, personal belongings, etc. Please contact Management if you leave a special pick up item out.

Inspections

From time to time the Association will conduct in-unit inspections to insure that the Unit Owner is maintaining the unit in a manner consistent with the Association's Covenants and Rules. These inspections will be conducted only for confirming that all plumbing fixtures are not leaking, dryer vent has been cleaned, and chimney has been cleaned (note that the dryer vent and chimney flu must be cleaned every two years). All in-unit inspections, other than emergencies, shall be conducted only after a notice has been sent advising the Unit Owner of the time and date of the inspection. The Unit Owner shall provide the Association access to the Unit at the date and time designated in the notice, first class, unless other arrangements are made with the Association. If the Unit Owner fails to keep the appointment as denoted in the first notice, a second notice shall be sent first class mail stating the time and date of the second notice. If the Unit Owner fails to keep the second appointment a third notice shall be mailed first class to the Unit Owner with a time and date which shall include a \$200.00 fine. A \$200.00 fine shall be charged on each and every additional appointment that may not be kept by the Unit Owner until access to the Unit is finally obtained.

Oil Leakage

Oil leakage from any vehicle parked within the Association's asphalt boundaries shall receive an initial notice advising the Unit Owner of the oil leak and that the vehicle must be repaired immediately. Should

the Unit Owner receive additional notice(s) regarding vehicle oil leakage, a fine in the amount of \$75.00 will be issued for each additional notice. In addition the Unit Owner will be responsible for all costs incurred by the Association to remove and repair (sealcoat, replacement of asphalt, etc.) and areas where oil has leaked from a vehicle. Vehicle in violation of this Rule that are parked in the Association's guest parking areas will be towed without notice.

RESOLUTION TO AMEND THE RULES AND REGULATION OF FOUR LAKES CONDOMINIUM HOMES CONDOMINIUM ASSOCIATION

WHEREAS, the meeting of the Board of Directors for Four Lakes Condominium Homes Condominium Association (“Association”) was duly called and held pursuant to the General-Not-For-Profit Corporation Act of 1986, the Illinois Condominium Property Act (“Act”) and the Declaration of Condominium Ownership and By-Laws for Four Lakes Condominium Homes Condominium Association, a quorum of the directors being present at the meeting, and the meeting being properly convened and proceeding with Associations business including resolutions and specifically the resolution set forth herein;

WHEREAS, the Association is charged with the obligation and responsibility of enforcing the terms of the Declaration of Condominium Ownership and of Easements, Covenants and Restrictions for Four Lakes Condominium Homes Condominium Association (“Declaration”, By-Laws, and Rules and Regulations);

WHEREAS, Article 13(2) of the Declaration provides that all unit leases must be in writing at least 6 months in duration and all leases are subject to the Declaration, By-Laws and Rules and Regulations of the Association;

WHEREAS, in light of the large percentage of leased units in the Association, the negative impact of which the continued proliferation of leases units could have upon the ability of owners to obtain mortgages, the Association’s ability to be an FHA approved project, and other considerations related to the overall welfare of the community, the Board of Directors has determine it to be in the best interests of the Association to adopt a rule restricting the number of units that may be leased at any given time;

NOW THEREFORE, in furtherance of the above stated determination, objectives, and goals, the Board of Directors, by Resolution, does hereby amend and adopt the following Amendment to the Section detailing Leases and Temporary Occupancy of the Rules and Regulations for Four Lakes Condominium Homes Condominium Association of Lisle, Illinois with the language that follows.

AMENDMENT

RULES RELATED TO “LEASES AND TEMPORARY OCCUPANCY”

Restrictions upon Unit Leasing.

- (a) Prohibition Against Leasing - . Each Owner shall occupy and use his/her Unit as a private dwelling. Rental or leasing of a Unit is prohibited, except as hereinafter provided. For purposes of the Section, rental or leasing to a member of the Owner’s immediate family member, including, children, grandchildren, siblings, parents shall not be prohibited or restricted by the Association.
- (b) Hardships Provisions. In the event that an Owner, due to medical or health reasons, or other justifiable reason constituting a hardship, in the sole discretion of the Board, shall be unable to occupy the Unit for a period in excess of four (4) months and based on said hardship desires to lease said Unit, the Owner shall make application to the Board which may, by majority vote and review of application by the Board, grant to the Owner an exception to the above leasing restriction, upon such conditions as the Board may establish and uniformly apply.
- (c) Grandfathering of Currently Leased Units and Leasing Cap. At this time of adoption of this Amendment to the Rules, approximately 46.7% of the Units (by number not percentage of interest) are leased. The intent of this Amendment to the Rules is to permit those Owners who are currently leasing to continue to do so as long as the Owner maintains ownership of the Unit. However, in order to be included in this “grandfathering,” an Owner who is currently leasing must be in compliance with Paragraph “e” of this Amendment. The Owner’s ability to lease under this “grandfather: provision terminates upon the Unit being conveyed, sold, transferred or otherwise hypothecated. The restrictions and prohibitions found within this Amendment shall apply to any future Owner of the Unit.

Other than those currently leased Units described herein (the “Grandfathered Units”), no additional Units may be leased until less than 30% of the Units (by number) are leased at a given time. Once the threshold is reached, additional Units may be leased, subject to the provisions of this Amendment and the Association’s Declaration, By-Laws and Rules and Regulations, but in no event shall more than 30% of the Units (by number) be leased at any given time.

- (d) Association Lease. The Association shall be exempt from any lease restrictions provided in paragraphs (a), (b) and (c) of this Amendment, pursuant to the Illinois Forcible Entry and Detainer Act (735 ILCS 5/9-101 et. seq.) for the purposes of collecting delinquent assessments, costs, fees and other assessed expenses to the Unit.
- (e) Recognition of Leased Units. In order to be considered a grandfathered Unit under this Amendment, any Owner leasing a Unit at the time this Amendment is adopted must be in compliance with all of the following:
 - i. A copy of the Owner’s current lease for the Unit is on file with the Association and/or its managing agent prior to the date of adoption of this Amendment as well as a current Census Card denoting the Lessee and Lessor

and such other information as required by the Association's Rules & Regulations.

- (f) General Provisions. The Board of Directors may also from time to time issue rules, regulations and resolutions pertaining to the leasing of Units, including policies and procedures to further the goals and objectives of this Amendment.

In the event that the Owner fails to comply with such leasing requirements, the Association may seek to evict a tenant from the Unit under Article IX of the Code of Civil Procedure. Furthermore, all provisions of the Declaration, By-Laws and Rules and Regulations shall be applicable to any person leasing a Unit and shall be deemed to be incorporated in any lease executed or renewed. The Board may proceed directly against a tenant, at law or in equity under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or by-laws.

Rental Procedure once less than 30% of the Units are Leased

As outlined in Paragraph (c) of the Leases and Temporary Occupancy above, until less than 30% of the Units are leased, no additional Units may be leased. Upon dropping below the 30% threshold, additional units may be leased, subject to the following procedures. However, once less than 30% of the Units are leased, the maximum percentage of units (by number) that may be leased is 30%.

1. Prior to entering into a lease agreement, the Owner must first notify the Association, in writing, of his/her intent to lease the Unit.
2. Within Fifteen (15) days of receipt of the Owner's intent to lease the Unit, the Owner will be informed of the number of currently lease units via E-Mail, Facsimile or First Class Mail:
 - a. If the number of currently leased Units is greater than or equal to the maximum number of leased Units permitted at the time, a Wait List will be compiled, consisting of those Owners who have notified the Association, as described above, that the Owner desires to lease their unit(s). All submissions will be processed in the order in which they were received and the Owner's name will be added to the end of the Wait List, if any.
 - b. If the number of currently leased Units is less than the maximum number permitted, and if there is no Wait List, then additional leases will be allowed, on a first-come, first-lease basis, until the maximum number of Units are leased (30%).
3. Once an Owner has advanced to the top of the Wait List, the Association will notify the Owner, in writing (via email address contained in the Unit Census Card) or by First Class Mail, that the Unit may be leased, subject to approval by the Board of Directors upon the Owner fully complying with the Declaration, By-Laws, and all Rules and Regulations of the Association. Upon receiving this notification, the Owner has ten (10) days to notify the Association of their choice of the following options – 3(a), 3(b), or 3(c):
 - a. Quit – The Owner forfeits his/her opportunity to lease at that time and the Owner's name is removed from the Wait List.
 - b. Proceed with the rental Process:

- (i) This requires payment of the Association's lease administration fee of \$100.00 within the Fifteen (15) days described above.
 - (ii) Upon payment of the lease administration fee, the Owner will have 60 days to enter into a written lease. The 60 days will begin on the day the Owner is notified by the Association that the Unit may be leased.
 - (iii) At any time during the 60 days, the Owner may voluntarily relinquish his/her lease opportunity, by notifying the Association in writing, and the lease administration fee will be fully refunded.
 - (iv) If the Owner does not enter into a written lease of the unit within 60 days, he/she will lost the opportunity to lease the Unit and the lease administration fee will be refunded.
 - (v) If the Owner either voluntarily relinquishes the opportunity to lease or if no written lease is entered into within 60 days, the Owner will also move to the end of the Wait List.
- c. Each Owner leasing their Unit must notify the Association 90 days prior to the end of the lease term if the Owner intends to apply to lease the Unit for an additional term. In order to be considered for renewal, the Owner, tenant, and Unit must have been in compliance with the Declaration, By-Laws, Rules and Regulations, and any other governing documents during the period of the lease.
- d. When there is no Wait List, an Owner must follow the same procedure and timeframes described in these Rules.

General Leasing Rules

- A. Census cards are due every year by January 31 and also whenever a change occurs during the year. The census card contains occupancy information, emergency phone contacts, insurance requirements, car registrations, pet notification, etc. A Unit Owner will be assessed a \$50.00 fine per month from the last submission of or an incomplete or incorrect Resident Information form, which can be obtained from the Management Company or the Association's Website (www.4lakescondoa.org).
- B. No nonresident Owner may lease less than the entire Unit, and cannot lease the Unit for transient or hotel purposes.
- C. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association and the Illinois Condominium Property Act.
- D. Every Owner intending to lease a Unit shall give prior notice of one (1) month to the Board of such intention, whereupon the Board shall provide the Owner a Rider which shall indicate the Board's approval to lease the unit.
- E. The penalty for leasing a Unit to an unauthorized tenant or for leasing a Unit in violation of these Rules will be a fine of one thousand dollars (\$1,000.00), which will become a

charge against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessments charged against the Unit.

- F. If a tenant violates any provisions of the Declaration, By-Laws or Rules and Regulations, the Board, in its discretion, shall determine what action or actions should be taken against the Owner or Tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.
- G. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the responsible Owner as a Common Expense.
- H. An automatic fine of \$100 will be assessed monthly, if a fully executed lease is not submitted to the Association.
- I. All leases, including renewals, shall be in writing and for a term not less than one year and not more than three years.
- J. The Owner shall provide the Lessee with a copy of the Association Declaration, By-Laws, and Rules and Regulations. Lessees shall agree to follow all Association governing documents.

The language of the Amendment shall govern any conflicts between this document and the prior language of the By-Laws and the Declaration and Rules and Regulations.

Except as to the extent expressly set forth herein above, and as amended, the Declaration, By-Laws, and Rules and Regulations shall continue in full force and effect without change.

Thereupon, on motion duly made and seconded, the above determinations, objectives, goals, and resolutions were adopted and acknowledged this _____ day of _____, 2016, at _____, Illinois by the following roll call vote:

Directors Abstaining

Directors Approving

In support of the above-identified vote, and as confirmation thereof, the Directors of the Association identified above, having votes as identified above, sign this resolution as follows:

CERTIFICATE

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of Four Lakes Condominium Homes Condominium Association (“Association”), an Illinois Not-For-Profit Corporation; that I am the custodian of the records and seal of the corporation, if any, and that the attached is a true, correct, and accurate copy of the Resolution to Amend the Four Lakes Condominium Homes Condominium Association B Rules and Regulations.

IN WITNESS WHEREOF, I have hereunto set my hand and affix this corporate seal, if any, this

_____ day of _____, 2016.

FOUR LAKES CONDOMINIUM HOMES CONDOMINIUM ASSOCIATION

By _____
It's Secretary

Exhibit A: Rider

Lessee acknowledges and agrees that Lessee's use and occupancy of the unit is subject at all times to the terms of provisions, covenants and restrictions of the Declaration of

Condominium Ownership and of Easements, Covenants and Restrictions for Four Lakes Condominium Homes Condominium Association A, as amended from time to time, the By-Laws for Four Lakes Condominium Homes Condominium Association A and any Rules and Regulations or other governing documents (collectively the "Governing Documents"). Lessee acknowledges receipt of the Governing Documents from the Lessor and agrees to comply with the Governing Documents. Lessee acknowledges and agrees that the failure to comply with the Governing Documents shall constitute a default under this Lease and may result in Four Lakes Condominium Homes Condominium Association A terminating this Lease and seeking removal of the Lessee and any other unit occupants.

Four Lakes Condominium Homes Condominium Association A Unit Address:

Lessor:

Name

Signature

Lessee:

Name

Signature

Lessee:

Name

Signature

Date: _____

EXHIBIT A

WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS (ES) TO VIOLATION

Witness' Name	Address	Phone #
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Names, Addresses, and Phone #s of any other witnesses

INFORMATION CONCERNING VIOLATOR

Violator's Name	Address	Phone #
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Names, Addresses, and Phone #s of Unit Owner, if different

INFORMATION CONCERNING VIOLATION

Violation Date	Time	Location
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Witnesses

Observations: _____

Were any photographs taken? Yes No

Attach all photographs to this form or forward as soon as possible. Include photographer's name and date taken and anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY OWN PERSONAL KNOWLEDGE AND NOT BASED ON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS. IN THE EVENT THAT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS. I REALIZE THAT IF I FAIL TO TESTIFY, THE ASSOCIATION WILL BE UNABLE TO TAKE ANY ACTION TO ELIMINATE THE VIOLATION.

Signature

Date

Submit completed form to: EPI Management Co. LLC, 14032 S. Kostner Avenue, Suite M, Crestwood, IL 60445. Fax: (708) 396-9831. E-mail: epi@epimanagement.com.

EXHIBIT B

TO: _____

DATE: _____

NOTICE OF VIOLATION

Re: Violation of Declaration, By-Laws, or Rules and Regulations

You are hereby notified, as the owner of the unit at _____
Lisle, Illinois that you are charged with the following violation of the Association's
Declaration, By-Laws or Rules and Regulations. The actions complained of occurred on
or about _____, 20____ and are described as follows:

As you have been previously notified of a violation this serves as notification of a
fine up to \$1,000.00 for continued violation

The Association is governed by its Declaration, By-Laws, and various Rules and
Regulations, which you are charged with violating. Please note that you must take the
actions outlined in the Association's Policies and Procedures Regarding Enforcement,
**YOUR FAILURE TO REQUEST A HEARING WITHIN IO DAYS OR YOUR
FAILURE TO APPEAR AT A HEARING ON THESE CHARGES AS MANDATED
BY THE BOARD OF DIRECTORS AS DESCRIBED IN A NOTICE PREVIOUSLY
SENT TO YOU, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES,
CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED
AGAINST YOU AND ADDED TO YOUR ACCOUNT.**

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED,
AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, YOU WILL
RECEIVE TWO NOTICES OF VIOLATION, AFTER WHICH THE ASSOCIATION
WILL CORRECT THE VIOLATION AT YOUR EXPENSE TO WHICH AN
ADMINISTRATIVE CHARGE IN THE MINIMUM AMOUNT OF \$100.00 WILL BE
ADDED. Please consult the Association's Rules for further details.

You may request a hearing by signing, dating and returning a Request for a Hearing form
within IO days to the Association, at the address below.

Very truly yours,

FOUR LAKES CONDOMINIUM HOMES CONDOMINIUM ASSOCIATION 'A' c/o
Managing Agent Certified Mail

Return Receipt Requested

BY: _____

Title: _____

EXHIBIT C

TO: _____

DATE: _____

NOTICE OF DETERMINATION REGARDING VIOLATION

On _____, 20____, you were notified of a violation of the Declaration, By-Laws, or Rules and Regulations of the Association. Pursuant to the Association Rules:

- () The Board has determined that no violation occurred.
- () The Board has determined that a violation has occurred. This warning notice is being issued instead of a fine.
- () The Board has determined that a violation has occurred. Accordingly, a fine in the sum of \$_____ has been assessed against your Unit account and is due at this time.
- () The Board has determined that a violation of a continuing nature has occurred and is occurring. Accordingly, effective_____, a daily fine in the amount of \$_____ will be assessed against your Unit account until the violation has been corrected.
- () As a result of the violation, damages, expenses and/or administrative charges (including, without limitation, court costs, title company charges and management company charges) in the amount of \$_____ have been incurred by the Association. These charges have been assessed against your Unit account and are due at this time.
- () As a result of the violation, legal fees and/or costs in the amount of \$_____ have been incurred by the association. These charges have been assessed against your Unit account and are due at this time.
- () Legal proceedings may be instituted if the violations continue/further violations occur.

FOUR LAKES CONDOMINIUM EPI Management Co. LLC, 14032 S. Kostner Avenue, Suite M, Crestwood, IL 60445. Fax: (708) 396-9831. E-mail: epi@epimanagement.com.

By: _____
Title: _____

EXHIBIT D - RIDER PAGE 1

RIDER TO LEASE DATES _____ BETWEEN _____

(Lessor/Landlord/Unit Owner) AND _____

(Lessee/Tenant) RELATING TO _____
UNIT# _____ IN FOUR LAKES CONDOMINIUM HOMES CONDOMINIUM
ASSOCIATION 'A'

This Rider is added to and made a part of the attached lease in accordance with the Rules and Regulations of Four Lakes Condominium Homes Condominium Association 'A'. By this Rider the undersigned parties to said lease expressly acknowledge that (a) in accordance with the declaration of Condominium Ownership for FOUR LAKES CONDOMINIUM HOMES CONDOMINIUM Association 'A', every lease (and extensions or renewals thereof) and the parties thereto, shall be subjected in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations shall be a default under the lease and shall subject the parties to the disciplinary and enforcement powers of the Association, including but not limited to, the right of the Association to terminate the lease and evict the lessees under the provisions of Article IX of the Illinois Code of Civil Procedure.

In addition, FOUR LAKES CONDOMINIUM Association 'A' shall be a third party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies available to either party under the lease in the event of any default.

The rights and remedies of the Association described in this Rider shall be in addition to, and not in lieu of, any and all other legal and equitable rights and remedies available to the Association.

No rights of the Association shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

By our respective signatures below, we hereby acknowledge that we have received a copy of the Declaration, By-Laws and Rules and Regulations of FOUR LAKES CONDOMINIUM HOMES CONDOMINIUM Association 'A' and that we have read this Rider, understand its contents and agree to be bound by its terms.

Lessor (Landlord/Unit Owner)

Lessee (Tenant)

Lessor (Landlord/Unit Owner)

Lessee (Tenant)

Date

EXHIBIT D - PAGE 2

NOTE: A signed original of the Lease and this Rider must be given to the Board of Directors of the Association for its files in accordance with the Rules and Regulations of the Association.

Please complete the following for the Association's Use Only

Lessor Information

Lessee Information

Emergency Phone – Work

Emergency Phone - Work

Emergency Phone – Home

Emergency Phone - Home

Home Address

Home Address

City State Zip

City State Zip

We, _____, as Lessor of unit(s) within FOUR LAKES CONDOMINIUM Association 'A', agree to be bound by the provisions of the Association's Declaration, By-Laws and Rules and Regulations, including rules relating to such items as pets, parking and uses of the units. The Declaration further provides that we are obligated to pay all regular and special assessments to the Association as well as other lawful charges levied pursuant to the Association documents.

Lessees, if any

Owners of Unit ____ at _____
Within FOUR LAKES CONDOMINIUM
ASSOCIATION 'A'

Lessees, if any

Owners of Unit ____ at _____
Within FOUR LAKES CONDOMINIUM
ASSOCIATION 'A'

Submit completed form to: EPI Management Co. LLC, 14032 S. Kostner Avenue, Suite M, Crestwood, IL 60445. Fax: (708) 396-9831. E-mail: epi@epimanagement.com.

EXHIBIT E - PAGE 1

Alterations and Additions Application

Name: _____ Date: _____

Address: _____

Nature of Improvement: _____

Color (If Applicable): _____

Location (If Applicable): _____

Dimensions (If Applicable): _____

Construction Material: _____

Supplier: _____

A sketch of all improvements must be submitted and attached to the application to show location and dimensions.

Signature: _____ Date: _____

Submit completed form to: EPI Management Co. LLC, 14032 S. Kostner Avenue, Suite M, Crestwood, IL 60445. Fax: (708) 396-9831. E-mail: epi@epimanagement.com.

EXHIBIT F-PAGE 1

Acknowledgment
Receipt and Review of Rules and Regulations

I _____, Owner of the unit located
at _____ (please include your address and unit number)
acknowledge I have received and read the Rules and Regulations for the Four Lakes
Condominium Association 'A' which were adopted on August 11,2009.

I agree that I have read and understand these Rules and Regulations and understand that I
am responsible for the actions of myself and my guests. I further agree that I will abide
by all of the Four Lakes Condominium Association 'A' Rules and Regulations and
Declarations and By-Laws.

Signed _____ Date _____

Submit completed form to: EPI Management Co. LLC, 14032 S. Kostner Avenue, Suite M,
Crestwood, IL 60445. Fax: (708) 396-9831. E-mail: epi@epimanagement.com.

SCHEDULE OF MINIMUM FINES

Dog Registration violation –

- Any Unit Owner who has a pet(s) that is/are not registered with the Association will be assessed a \$500.00 fine for each and every month the pet(s) remain unregistered. No “visiting” dogs nor ‘Pet Sitting” is allowed within the Association at any time. A \$500.00 fine will be issued for any pet(s) that fall into this category on a monthly basis.

Dog Waste cleanup violation -

- 1st Notice of Violation - \$50
- 2nd Notice of Violation - \$100.00
- 3rd Notice of Violation - \$200.00
- 4th Notice of Violation - \$400.00 Revised 7/2013

Storage in common areas (including furnace rooms) -

- 1st Notice of violation - \$50.00
- 2nd Notice of violation - \$100.00
- 3rd Notice of Violation - \$200.00
- 4th Notice of Violation - \$400.00

All other violations will be charged as follows -

- 1st Notice of violation - **Warning letter**
- 2nd Notice of violation - \$75.00
- 3rd Notice of violation - \$100.00
- 4th Notice of violation - \$125.00 (plus a daily fine of \$10.00 per day).
- 5th Notice of violation - \$150.00
- 6th Notice of violation – Issue will be forwarded to the Association’s attorney for resolution. Any and all attorney fees and costs will be assessed against the offending Unit Owner’s account.

**FOUR LAKES CONDOMINIUM HOMES CONDO A
FLOORING WAIVER**

- Should the Association receive complaints of excessive noise due to the hard surface floor covering, the Board may, as provided for under Article 4, Section 4.5(ii) of 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.

Signature

Address

Date