

RULES AND REGULATIONS OF
THE COURT HOMES OF FRANKFORT SQUARE
CONDOMINIUM ASSOCIATION

HOMEOWNERS MANUAL

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TABLE OF CONTENTS

GENERAL INFORMATION 3
USE AND OCCUPANCY 4
MAINTENANCE 6
STRUCTURAL CHANGES AND IMPROVEMENTS 11
NOISE, DISTURBANCE AND CONDUCT 12
PETS 12
PARKING 13
SPORTS, TOYS, PLAYGROUND EQUIPMENT 14
VIOLATION PROCEDURE 14
COLLECTION AND ENFORCEMENT PROCEDURE 15
SALE, LEASING OR OTHER ALIENATION 15
RENTAL OF UNITS 15
ASSOCIATION MEETINGS 15
BOARD OF DIRECTORS 16

APPENDICES

POLICIES AND PROCEDURES REGARDING ENFORCEMENT A
DECK SPECIFICATIONS B
PERCENTAGE OF OWNERSHIP C
ATTORNEY’S INSURANCE LETTER... D
WILL COUNTY SHERIFF AGREEMENT E
RENTAL POLICY AND TENANT INFORMATION F
EXTERIOR MODIFICATION REQUEST G
GARAGE RULE AMENDMENT..... H

GENERAL INFORMATION

This manual contains essential information about living in The Court Homes of Frankfort Square (the Association). The cooperation of **everyone** is required to make living comfortable and safe in our community.

Condominium living is subject to rules and regulations that may not provide a certain degree of freedom of choice that might otherwise be enjoyed in separate, privately owned property. The duty and authority of the Board of Directors is to establish rules and regulations derived from the Declarations, By-Laws and from the Illinois Condominium Property Act as amended that promote and protect the health, safety, and general welfare of all residents. Every owner and tenant must know and observe the rules and regulations of the Condominium Association and become familiar with this manual.

In addition to this Homeowners Manual, all owners should read the Association Declarations and By-Laws for a complete understanding of the rights, obligations, privileges and responsibilities; the conditions and restrictions governing the ownership and/or occupancy of a unit in the Association; and the definitions of terms as Unit, Common Elements, Limited Elements, etc., that are frequently used.

Every Unit Owner is a member of the Court Homes of Frankfort Square, which is the Association of Unit Owners formed, under Illinois law, on January 20, 1972, as a non-for-profit corporation to administer and operate the Court Homes of Frankfort Square property. Your voting rights and also your proportionate share of the assessments for common operating, maintenance and administrative expenses, are determined by the percentage of ownership interest in the Common Areas specified for your unit. These percentages are listed in Appendix D.

Condominium Associations require Unit Owner participation. At the very least, your responsibility includes participation, either in person or by proxy, at the Annual Meeting for the election of Board members. This is essential for conducting the official business of the Association. As a concerned member of the Association, you can make valuable contributions to the Court Homes of Frankfort Square community. One of the most significant actions a Unit Owner can take is assisting in the effort to obtain the most qualified people to serve on the Board of Directors.

The Association's Board of Directors is elected by the Unit Owners, and consists of a minimum of three directors who are elected from the membership of the Association. Directors serve on a voluntary basis. Duties and powers of the Board of Directors include: adoption of policies and regulations for the management, operation and use of the Common Elements; provision for maintenance, repair and replacement; contracts for services; estimates of the amount of the annual budget and collection from the Unit Owners of their respective share of such expenses; and an annual accounting to each Unit Owner of the receipts and expenses.

The Association's Committees are important to the Board for expertise, advice and assistance, and contribute directly and significantly to Board decisions. Committees are established and utilized when needed. They are dependent on volunteers. If you are willing to assist, please contact the Board of Directors.

USE AND OCCUPANCY

The Units and Common Elements shall be occupied and used as follows:

1. No part of the property shall be used for other than single family housing and related common purposes for which the property was designed.
2. There shall be no obstruction of the Common Elements except as herein expressly provided. Each Unit Owner shall be obligated to decorate, maintain and keep in good order and repair their own unit.
3. Nothing shall be done or kept in any Unit or in the Common Elements, which will increase the rate of insurance on the building or contents thereof, applicable for residential use, without prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in their Unit or on the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law.
4. Each Unit Owner shall be responsible for insurance on personal property in their own Unit, and for personal liability to the extent not covered by the liability insurance for all owners obtained by the Board as hereinafter provided. (See Appendix E for recommendations.)
5. Unit Owners shall not cause or permit anything to be placed on the outside walls of the building. No signs, awnings, canopies, shutters, laundry poles, radio or television antennas, or satellite dishes shall be affixed to or placed upon the exterior walls, including decks, porches, or roofs or any part thereof.
6. No animals, rabbits, livestock, fowl, or poultry of any kind shall be raised, bred or kept in any Unit or on the Common Elements, except that of dogs, cats, or other household pets may be kept in Units, subject to rules and regulations established by the Board provided that they are not kept, bred or maintained for any commercial purposes.
7. 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 Owners or Occupants.
8. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building, except as is otherwise provided herein.

9. There shall be no bicycles, benches, chairs, picnic tables, barbecue grills or other personal property stored on any part of the Common Elements by any Unit Owner or Occupant.
10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted in any Unit, except pursuant to such rules and regulations as the Board may see fit to adopt.
11. No "FOR SALE" or "FOR RENT" signs, advertising or other displays shall be maintained or permitted on any part of the Property, except one interior window Realtor sign is allowed.
12. The use and the covering of the interior surfaces of the windows and entry doors appurtenant to or a part of a Unit that are visible from the exterior of the Building shall be subject to the rules and regulations of the Board. Windows must be properly covered from the interior to enhance, rather than detract from, the appearance of the unit. At no time may bed sheets, newspapers, or blankets be used instead of curtains, draperies or blinds. No plastic covering may be installed on any windows or patio doors outside of any unit.
13. No grills, fires, or cooking of any kind is allowed inside garages.
14. Decks are not to be used for storage. No decks shall have any chicken wire, lattice, carpeting or any other attachments on them at any time.
15. Damage to decks by excessive weight or by unsuitable objects will be the Unit Owner's responsibility.
16. Garbage pickup is on Monday, except on holidays. When a holiday falls on Monday pickup will be Tuesday. Garbage must be sealed in plastic bags or suitable containers and must not be put out prior to 6:00 p.m. the evening preceding pickup. Garbage or containers must be kept inside unit or garage at all times. Toters belong to the unit and must remain with the unit upon transfer of ownership. Unit owners will be subject to a fine if garbage totes are left outside of unit's garage. \$25 for the first offense and an increase of \$25 each offense thereafter up to a max of \$100. Each offense after during the same calendar year will be issued a \$100 fine.
17. Damage to buildings and Common Elements caused by the Unit Owner, renter, his family members, guests or pets shall be charged to the assessment account of the Unit Owner.
18. Drying or airing of laundry, cleaning of rugs and carpeting, clothing and other such items is not permitted outside the units. Hanging of these articles from windows, balconies, porches, or decks is not permitted.
19. The window areas surrounding a window air-conditioner unit must be closed with clear safety glass, Plexiglas or suitable and attractive insulating material.
20. Clean and attractive common elements can be achieved only if each resident takes responsibility for removing newspapers and other debris in their immediate area.

21. Address numerals, planters, and miscellaneous decorations are subject to Board of Directors approval. Reasonable requests will not be denied.
22. Garage Sales are not permitted at any time with the exception of a one-time only Estate Sale with the following guidelines.
 - a. Timely and proper notification must be given to the Board of Directors and Management Company.
 - b. The sale can be within the Unit only.
 - c. Signs can only be posted during the sale.
 - d. Sale cannot exceed two days.
23. All "Fire Pits", "Chiminea", outdoor fire places, and other similar devices used solely for the purpose of burning wood/charcoal etc., (does not include any devices used for the purpose of barbecuing) are prohibited from being used on any of the Limited Common Elements or the Common Elements of the Court Homes of Frankfort Square Condominium Association.
24. Except when either entering or exiting the garages, or when the adult resident of the unit is present in or about the garage area, garage doors must be kept completely closed both for security and, during cold weather, to prevent water pipes from freezing.

MAINTENANCE

As part of the monthly assessment fee, Unit Owners are entitled to receive maintenance services to all common element areas of the Condominium Association. The common elements are described as follows:

Except as otherwise stated in the declarations provided, the common elements shall consist of all portions of the property except the units and garages. Without limiting the generality of the foregoing, the common elements shall include the land, patios, attics, roof, structural parts of the building, pipes, ducts, flues, conduits, wires and other utility installations which serve more than one unit.

Items not considered common elements are described in Article VI, Section 2b of the By-Laws, which states as follows:

All repairs of internal installation of the unit such as water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to one unit area shall be at the Unit Owner's expense.

To more clearly define the maintenance services to which unit owners are entitled, this section of the Home Owners manual has been prepared for your use when requesting maintenance. *Please use this manual as a guide when requesting maintenance, and remember any*

maintenance requested by you, which is not part of the Association's responsibility, must be paid by you. It may not always be possible to determine, at the time you have an existing problem, whether the problem is the responsibility of the unit owner or that of the Association. In these situations, the Association's maintenance staff will provide the necessary maintenance. However, this does not relieve the Unit Owner of the responsibility and the Unit Owner will be required to pay for the service if the maintenance provided was not for one of the defined common element areas. Furthermore, in the areas where it is not always easy to clearly define responsibility, the Board of Directors reserve the right to make the final decision as to who will be responsible for paying for the service.

We are interested in seeing that all members receive the best possible maintenance service, which can be provided within the limits of our budget. To make this possible requires the cooperation of all members. We encourage you to keep your maintenance manual handy and use it whenever requesting maintenance service.

At times, it may become necessary or beneficial to Unit Owners to assume repairs or maintenance of items that are Association responsibility. In order for the Unit Owner to be reimbursed for any out of pocket expenses incurred for these repairs/maintenance, the Unit Owner must submit in writing to the Board of Directors the extent of the repair/maintenance and an itemized account of the expenses to be incurred. The Board of Directors will investigate the request and advise of what extent, if any, the association will reimburse the Unit Owner. No reimbursement will be made for Unit Owners' own labor for any repair or maintenance.

Members of the Association are encouraged to enhance the exterior appearance of their units with additional landscaping. Flowerbeds and gardens are permitted, provided that they are well maintained and do not detract from the appearance of the common areas. Vegetable gardens are not permitted.

Major projects, such as the planting of trees, require advance approval from the Board of Directors and a check with utility companies before any digging is begun.

The Association assumes no responsibility for any flowerbeds or gardens, and requires that if planting is not continued on a year-to-year basis, the ground be restored to its ordinary and proper condition at the member's expense.

ALL ITEMS LISTED IN THIS MANUAL AS ASSOCIATION RESPONSIBILITY ARE SUBJECT TO AVAILABILITY OF FUNDS IN THE OPERATING BUDGET.

GROUNDS MAINTENANCE

Association Responsibility

1. Grass Cutting: All lawns and malls will be cut at recommended uniform heights as frequently as may be required throughout the growing season.
2. Fertilizing: At the discretion of the Board of Directors and with the availability of funds, fertilizer will be applied in the spring and in the fall. Weed killer will be applied in the spring subject to Board of Directors approval.
3. When a building has been landscaped with shrubbery and red lava rocks, no material (e.g. bird houses, barbeque units, statuary, wishing wells, flowers, or other plants), will be placed on the common elements. Unit Owner may have flowers in pots or containers on decks or front stoops. Trees are being ringed so that Unit Owner may plant flowers around trees.
4. Tree and Bush Trimming and Removal: The Board of Directors will determine when these items are necessary.
5. Sodding & Seeding: Except where grounds have been damaged through misuse by the member or their pets.

DRIVEWAYS, WALKS AND COURT

Association Responsibility

1. The Association will provide surface repairs.
2. Snowplowing of Association streets, courts and driveways.

Homeowner Responsibility

1. Plants and flowers. Based on available funds the Association will reimburse Unit Owners for 1/2 the cost of bushes, trees or shrubs. Pre-approval is required.
2. Removal of Unit Owner's property from lawn areas. This includes but not limited to tables, grills, and lawn furniture when not in use.

Homeowner's Responsibility

1. Clearing of snow from sidewalks, steps, porches and decks.

BUILDING EXTERIORS

Association Responsibility

1. Concrete slab and steps
2. Roof and roof supports
3. Exterior light fixtures
4. Tuck-pointing
5. Caulking of window frames next to building
6. Window rough opening
7. Painting and siding
8. Gutters and downspouts
9. Unit Owner responsible for all garage door repairs & replacement.incl. mechanicals.
10. Wood steps, decks and existing gates.

Homeowner Responsibility

1. Glass breakage including broken seals on patio doors and all other windows. Windows with seals broken must be replaced by the Unit Owner (“Fogged Window”).
2. Storm door and insert (storm doors are required on all units and must be standard aluminum or metal doors. Door color must be consistent with the trim colors of the building.)
3. Door locks and knobs
4. Complete window, storms, screens, sills, sash, frames & hardware
5. Door closure
6. Window puttying and glazing
7. Fireplace chimney
8. Air conditioner condensing unit and all associated wiring and wiring boxes.
9. Chimney for furnace & hot water heaters (including cleaning).
10. Prime door and frames
11. Window Washing
12. Garage door springs, locks and all associated hardware including panels.

PLUMBING

Association Responsibility

1. Rodding and servicing of sewer line that serves more than one unit.
2. Water service from the "B" box to the meter.

ELECTRICAL

Association Responsibility

1. Outside security lighting
2. Exterior light fixture (porch & garage)

Unit Owner Responsibility

1. Faucets and fixtures
2. Toilet and stacks plugged up
3. Kitchen sink, bathtub, bathroom wash basin and drain trap
4. Plugged and/or leaking kitchen drain, garbage disposal and dishwasher
5. Plugged frozen or leaking water lines from the meter into the unit.
6. Sump pumps and discharged pipes and outside discharge hoses/pipes
7. Basement floor drains, traps and pipes
8. Hot water heater and associated plumbing
9. Condensation drain from air conditioning coil

Unit Owner Responsibility

1. All conduits inside and wiring
2. Outlets and switches both inside and outside, if they exclusively service Unit Owner's unit.
3. Inside light fixtures and bulbs
4. Fuses and circuit breakers
5. Whole house attic or exhaust fans

6. Door bells and buttons
7. Telephone wires and jacks
8. Cable television wires inside of unit. (No cable wires can be visible from the outside or installed on the exterior siding/trim).

GENERAL

Association Responsibility

1. Scavenger Service
2. Cable TV wires outside of Unit Owner's home.
3. The Association will be responsible for any foundation water leaks/repairs.

Unit Owner Responsibility

1. Windows and attached hardware including frame, trim, sill & sash
2. Interior painting and other wall covering
3. Interior floors, walls and ceilings
4. Carpeting and all other floor coverings
5. Interior doors (including door from garage to unit), patio doors and associated hardware
6. Range and refrigerator and all other appliances
7. Hot water heater and water softeners
8. Bathtub, sink, toilet, laundry tub and related plumbing fixtures
9. Furnace, humidifier, dehumidifier and thermostat
10. Air conditioner, including outside condensing unit (includes A/C base)
11. Sump pumps and all discharge lines
12. Mailbox keys (contact Post Office)
13. Kitchen cabinets and countertops

STRUCTURAL CHANGES AND IMPROVEMENTS

1. Structural changes or any major remodeling of the dwelling units must comply with the Association's By-Laws and the building code requirements. The Association will not be responsible for the repair, replacement or removal of improvements or alterations or damages, etc., caused by it.
2. Exterior improvements such as railings or decks may be made by members subject to the written approval of the Board of Directors. An exterior modification form must be submitted to the board describing any modifications (Appendix B). Any new or modified decks must be in accordance with the Deck Specifications included in Appendix C.

3. No walls, fences or planting in the nature of fences may be erected to enclose any yard area without Board approval.

NOISE, DISTURBANCE AND CONDUCT

1. No Unit Owner or Tenant shall make or permit any noise or disturbance in their unit alone, or by their family, pets, employees, agents, licensees or guests, nor do anything or permit anything by such persons that will interfere with the rights, comfort and convenience of any other Unit Owner or Tenant.
2. No Unit Owner or Tenant shall operate or permit the operation of any device in his or her unit if such device will cause noise and disturbance to other members before 8:00 a.m. or after 11:00 p.m. Such devices include, but are not limited to, the following: musical instruments, phonographs, stereos, radios, television sets, short-wave sets, two-way radios, power tools and electrical motors not attached to domestic electrical appliances.

PETS

All animals are also subject to all Township and County Ordinances, and their owners are responsible for the consequences of any violation.

1. All pets must be licensed and must wear a license tag when outside the confines of the owner's home. Pets may not run free or unattended at any time.
2. When outside, pets may not be chained or tied to any tree, post, deck, or porch on any part of the common elements. Pets may not be penned up on patios, decks, or in garages unattended.
3. Pets must be walked on a leash not to exceed six (6) feet in length and held by a person capable of controlling the animal.
4. All animal waste must be removed immediately by the owner.
5. No animal shall interfere in any way with the rights, comforts and conveniences of any neighbor.
6. If there are at least three (3) rule violations issued against a pet(s) in a calendar year, the pet shall be deemed a nuisance and shall be removed from the property within 3 days of written notice to the Unit Owner/Tenant.
7. Pursuant to the Memorandum of Understanding (p. 41), tenants are not allowed to have pets.

PARKING

VEHICLES IN VIOLATION OF PARKING REGULATIONS ARE SUBJECT TO BEING TOWED WITHOUT NOTICE. IF YOUR VEHICLE IS TOWED, IT WILL BE NECESSARY TO PAY POSTED TOWING CHARGES PLUS STORAGE FEES BEFORE THE VEHICLE WILL BE RELEASED.

The Association has a resolution with the Will County Sheriff's Police to enforce all Illinois vehicle codes and Will County Motor Vehicle Ordinances with the Association property. (See Appendix F)

1. Each unit is assigned one (1) parking space in addition to garage. This space is to be immediately behind each garage (the driveway). Residents are expected to use their garage for parking a vehicle. No two cars allowed in ANY driveway (side by side, or end to end).
2. No Unit Owner or resident may park in driveway other than the one assigned to that unit.
3. No unlicensed, abandoned or seemingly abandoned vehicles may be left in ANY parking space, including driveways.
4. Camping, commercial vehicles larger than a one-ton pickup, recreational vehicles including but not limited to boats, trailers, snowmobiles, motor homes, etc., may not be stored or parked in parking areas on streets, in driveways or courts, or on the common elements.
5. Entrance to and exit from all parking areas must be done with the minimum of speed and noise to preserve the safety and peace of all residents.
6. No parking on any grass areas, in designated fire lanes, in front of fire hydrants, in front of mailboxes, where curb is painted yellow and/or where "NO PARKING" signs are posted
7. After a 2-inch snowfall or when substantial drifting occurs, snow will be removed from all areas of the parking courts and entryways to the courts where cars are not parked. Please remove your car if you want your parking space cleared out. NO PARKING on Association streets (Graceland, Grovewood, or Galeview) after a 2-inch snowfall from 9:00 a.m. until plowed. Unit Owners who fail to comply, will have their vehicle(s) towed without notice at their expense.
8. A 72-hour (3 days) parking limit has been established on Association property, excluding garages or driveways. Vehicles left standing over this limit will be considered abandoned and will be towed.
9. The speed limit on the streets of the Courthomes of Frankfort Square is 20 mph.
10. Any vehicle, which fails to park between the marked parking space lines within the Court Homes of Frankfort Square Condominium road system, will be towed from the property without notice at the vehicle owner's cost.

SPORTS, TOYS, PLAYGROUND EQUIPMENT

1. Unit Owners or Tenants are solely responsible for any and all injury and/or damage resulting from the use of any outdoor area for recreational purposes by themselves, their family, guests, pets, or agents.
2. The flooding of any area shall not be permitted.
3. All sports and recreational equipment including tents must be removed from any area of use before dark. Any variation from this policy requires prior Board of Directors approval.
4. No sports equipment, such as basketball hoops, may be attached to any dwelling unit.
5. All toys must be collected and stored at the end of the day.
6. No wading pool shall be filled to a depth of more than twelve (12) inches or left unattended at any time. Pools must be emptied and removed from their area of use each evening, or when not actually in use. The Association assumes no responsibility in matters pertaining to use of such pools.
7. Skateboard ramps, sandboxes and playground equipment are not permitted anywhere on the property, including decks and driveways.
8. No ball playing, including but not limited to, golf, baseball, basketball, hockey, football, softball, soccer and handball is permitted in any common area. Parks and school playgrounds within Township are equipped with designated areas for such activities.
9. Bicycles, snowmobiles, motorcycles, go-carts, mini-bikes, motor scooters or similar vehicles may not be operated on sidewalks or lawn areas of the complex.
10. No BB guns, pellet guns, slingshots, bow and arrows or other similar devices may be used on the Condominium property.

VIOLATIONS PROCEDURES

Many of the regulations of the Association are in compliance with the ordinances of the Village of Frankfort. Violations of such ordinances should be reported immediately to the proper Village authorities. Enforcement of Association regulations not covered by Village ordinances is the responsibility of the Board of Directors. The Board of Directors shall have the authority to conduct a hearing when Association rules and regulations are violated. The Board of Directors may assess fines or other actions as determined by the hearing. The procedures that will be followed for enforcement of the rules and regulations are listed in Appendix A.

COLLECTION AND ENFORCEMENT PROCEDURE

Assessment charges are due on the first of the month - except on holidays or weekends when the Management office are closed. In these cases, payments are due on the first working day after said holiday or weekend. Assessments delinquent by thirty (30) days or more are forwarded to the Association's attorney for collection. Once an account is turned over to the attorney for collection, the unit owner must pay a minimum of one-half the outstanding balance and the remaining balance is due over the next 6 months.

1. All fees incurred by the Association in the collection of a delinquent account are assessed to the delinquent member as provided for in the Association Declarations.
2. The legal remedies available to the Association through its attorneys include:
 - a. Lien and suit for judgment.
 - b. Enforcement of judgment through garnishment of wages and/or bank accounts.
 - c. Forcible detainer, which awards possession of the unit to the Association. The Sheriff will evict under this remedy.
3. A late fee of \$25.00 will be charged to any monthly assessment payments received after the 15th day of the month.

SALE, LEASING OR OTHER ALIENATION

Any Unit Owner other than the Grantor who wishes to sell or lease Unit Ownership (or any lessee of any Unit wishing to assign or sublease such Unit) shall give to the Board of Directors not less than thirty (30) days prior written notice of the terms of any contemplated sale or lease, together with the name and address of the proposed purchaser or lessee as the Board may reasonably require. There will be a fee charged to the seller for processing the paperwork necessary for closing.

RENTAL OF UNITS

Renters are subject to the same rules and regulations of the Association contained in the Declarations, Bylaws and this manual. The unit's garage must be included in the unit lease. See Appendix F of this manual for information and procedures necessary for rental of units on the property

As Amended August 16, 2012:

“Unit owner(s) leasing their units shall provide to the Board of Managers, a minimum of 30 days prior to the signing of a lease, a copy of the signed lease and completed census card. Within 30 days after receipt of these items, a meeting will be held between the Board of Managers, the lessee, and possibly unit owner(s).”

As Amended December 2, 2021:

a. A Unit Owner that is leasing his or her Unit that fails to provide a copy of the lease to the Board or Association's management company within the timeframe required by these Rules and Regulations shall be subject to a fine of \$1,000.00 per violation.

b. A Unit Owner that is leasing his or her Unit that fails to provide a copy of the completed census card to the Board or Association's management company within the timeframe required by these Rules and Regulations shall be subject to a fine of \$1,000.00 per violation.

c. A Unit Owner that is leasing his or her Unit whose prospective tenant(s) fail to attend the required meeting with the Board prior to moving into the Unit shall be subject to an initial fine of \$250.00 and an additional fine of \$10.00 per day for 2 every day the tenant(s) occupy the Unit until the tenant(s) attend the required meeting with the Board.

ASSOCIATION MEETINGS

The Board of Directors meetings are normally held monthly on the third Thursday of the month. However, it is recommended that residents who wish to attend the meetings, contact the management company to determine when and where the current directors meeting will be held.

An annual meeting will be held on the second Thursday of December for the purpose of conducting such business as necessary for the membership and to elect directors by majority vote of the Unit Owners. In order to complete the election of directors or to pass any other matters before the board at the annual meeting, 20% of the unit owners must be represented; either in person or by proxy. The regular director meeting for November will be held immediately following the annual meeting.

BOARD OF DIRECTORS

The Board of Directors shall be composed of at least three persons, all of who shall be owners of units in the Association. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association. These include collection of assessments, setting rules and regulations, maintaining the common elements, and any decision involving operation of the Association. The Board of Directors shall elect officers within 30 days of the election. Committees shall be appointed by the President as necessary to effectively manage the Associations business.

Only those expenses directly related to the operation of the association may be reimbursed to directors. These expenses must be "out of pocket" expenses (they must actually have been spent to be eligible for reimbursement). Examples of reimbursable expense are baby-sitters fees and travel expenses while attending board meetings or other association related functions.

1. All expenses must be turned into the Management Company at the end of the month stating the date, the amount and the reason for the expense. Any expenses greater than \$29.00 must have the receipt attached.

2. The Management Company will distribute copies of the expenses to other board members prior to or at the next monthly board meetings.
3. During the regular session of the next monthly board meeting, all board members present must review all expenses of other board members and determine eligibility of these expenses.
4. If there are no objections from other board members, the expenses will be approved and the Management Company will issue a check of the expenses with the next payment of bills.

Appendix A

POLICIES AND PROCEDURES REGARDING ENFORCEMENT

- A. Any complaint which alleges a violation of the Declaration, By-Laws or Rules and Regulations shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit A-1.

At a minimum, the complaint shall set forth:

1. The name, address and phone number of the complaining witness.
 2. The Unit Owner's name, Unit number or address of the Unit where the person or Resident complained of resides.
 3. The specific details or description of the violation, including the date, time and location where the violation occurred.
 4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary.
 5. The signature and address of the complaining witness and the date on which the complaint is made.
- B. 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 agents. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit A-2 (hereafter "Notice of Violation").

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 expenses and costs incurred will be assessed to the Unit Owner's account, if the Unit Owner is found guilty of the violation.

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 or Rules and Regulations of the Association.

- C. If any Unit Owner charged with violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Unit Owner must proceed as follows:
1. Within fifteen (15) days after the Notice of Violation has been served on the Unit Owner pursuant to the provisions herein, the Unit Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be

- requested by completing the Request for a Hearing form, which is attached to the Notice of Violation, and by returning it to the Association.
2. If a request for a hearing is filed, a hearing on the complaint shall be held before the Board of Directors at the next regularly scheduled Board of Directors meeting.
 3. At any such hearing, the Board or Directors shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Board of Directors shall issue its determination regarding the alleged violation. The decision of the Board or Directors shall be made by majority vote, whose decision shall be final and binding on the Unit Owners and the Association.
 4. Payment of any violations assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board of Directors has completed its determination. Notification of the Board of Director's determination shall be made in a form similar to that which is attached hereto as Exhibit A-3.
- D. If no request for a hearing is filed within fifteen (15) 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 Unit Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by the Board of Directors.
- E. 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:
1. If found to be guilty of a first violation of a given provision of the Declaration, By-Laws or Rules, the Unit Owner shall be notified of the finding by the Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board of Directors, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board of Directors may elect to assess a fine, after considering factors, including but not limited to, the length of time the violator has owned a Unit or resided on the property, and if not, the extent of control the Unit Owner had or should have had over the violator's conduct, the familiarity of the violator with the regulation, the severity of the violation and other appropriate factors. In addition, any legal expenses incurred by the Association or any actual damages repaired at the Association's expense may be imposed.
 2. If found to be guilty of a second or continuing violation of the same provision of the Declaration, By-Laws or Rules, the Unit Owner shall be notified of the

finding by the Association or its duly authorized agents. The Unit Owner shall also be assessed a fine.

3. Where a fine is imposed, unless otherwise stated elsewhere, it shall be in the amount of seventy-five dollars (\$75.00) for single incidents of violation or the sum of one hundred fifty dollars (\$150.00) for the second repeated single violation, and two hundred (\$200.00) for the third repeated single violation, or the sum of five dollars (\$50.00) per day for a violation of a continuing nature. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT. A fine of \$150 plus cost of repairs will be levied on anyone guilty of vandalism.
4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Unit Owner to correct any damage or any unauthorized condition on the Property for which the Unit Owner has been found responsible, to pay the costs of any repairs which have previously been made, or to pay any legal expenses and costs incurred by the Association as a result of the violation.
5. In the event any violation has resulted in damage to any Common Property, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the Property, the Unit Owner will be given two (2) Notices of Violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the Unit Owner will be assessed for the full cost of labor and materials required.

In addition to the foregoing assessment, and in order to encourage Unit Owners to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any Unit Owner, who forces the Association to correct a violation, with an additional administrative charge of one twenty-five dollars (\$29.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.

- F. 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 Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Unit Owner's account, shall become a special assessment against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.
- G. Time is of the essence of this policy. Notices are deemed served either:

1. By personal delivery at the time of delivery; or
 2. By mail following two (2) days after deposit in the United States Mail, provided that the notice has been sent both by regular first class and by certified mail - return receipt requested, postage prepaid, to the Unit Owner at the Unit address, or to such other address as the Unit Owner shall have previously filed with the Board of Directors, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For Units held in trust, the notices may be sent either to the address of the trustee, or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust; or
- H. The remedies hereunder are not exclusive, and the Board of Directors may, in addition, take any action provided at 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.

EXHIBIT A-1

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all known information, if unknown, so state. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS (ES) TO VIOLATION:

Witness's Name No.	Address	Unit No.	Phone
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Names, Addresses, Unit #'s & Phone #'s of any other Witnesses

INFORMATION CONCERNING VIOLATOR:

Violator's Name No.	Address	Unit No.	Phone
------------------------	---------	----------	-------

Name, Addresses, Unit # and Phone # of Unit Owner, if different

INFORMATION CONCERNING VIOLATION:

Violation Date	Time	Location
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Section(s) of Declaration, By-Laws or Rules & Regulations violated

Witness' Observations:

Were any photographs or sound recordings made? Yes No By whom?

Include all tapes of photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO BE. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEY TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature _____ Date Signed _____, 20 ____

NOTICE OF VIOLATION

TO: _____ DATE: _____

_____ TIME: _____

SEND: CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

You are hereby notified, as the Owner of the Unit at _____, _____, Illinois that you are charged with a violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions which caused this complaint occurred on or about _____, 20____, and are described as follows:

The Association is governed by the Declaration, By-Laws and various Rules and Regulations which you are charged with violating. You must take the action explained in the Association's Policy and Procedures section in the Rules and Regulations if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN TWENTY-ONE (21) DAYS OR FAIL TO APPEAR AT A HEARING (PER YOUR REQUEST) ON THESE CHARGES, 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 A CORRECTION, YOU WILL RECEIVE ONE NOTICE OF VIOLATION, AFTER WHICH THE ASSOCIATION WILL CORRECT THE VIOLATION AT YOUR EXPENSE, WHICH AN ADMINISTRATIVE CHARGE IN A MINIMUM OF \$100.00 WILL BE ADDED. Please consult the Associations Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form to the Association at the address listed below. The request MUST be received within twenty-one (21) days.

COURT HOMES OF FRANKFORT SQUARE

BY: _____ ADDRESS: _____

TITLE: _____

cc: Regular Mail

EXHIBIT A-3

REQUEST FOR A HEARING

TO: _____ DATE: _____

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____, 20____, alleging a violation of the Declaration, By-Laws or Rules and Regulations of the Court Homes of Frankfort Square.

Owners Signature

Owners Printed Name

Address City State Zip

Phone Date

EXHIBIT A-4

NOTICE OF DETERMINATION REGARDING VIOLATION

TO: _____ DATE: _____

On _____, 19____, you were notified of a violation of the Declaration, By-Laws or Rules and Regulations of the Association. Pursuant to the Association rules:

- A hearing was held at your request
- You have admitted to the violation by DEFAULT and waived you right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following action(s) will be taken:
- You were found not guilty and no action will be taken.
- A _____ violation of the Association's Declaration, (1st, 2nd, etc.) By-Laws or Rules and Regulations has occurred and a fine in the amount of \$_____ is now due.
- Damages, expenses and administrative charges in the total amount of \$_____ have been incurred and are now due.
- Legal expenses in the amount of \$_____ have been incurred by the Association and are now due.
- Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.
- As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

COURT HOMES OF FRANKFORT SQUARE

BY: _____ ADDRESS: _____

TITLE: _____

DECKS SPECIFICATIONS

All material used for decks, railings or handrails must be treated lumber.

4 X 4 Posts	2 X 8 Floor Joists
2 X 12 Step Riser	2 X 8 Decking (2 X 6 optional)
2 X 12 Stair Tread	2 X 8 Railing
2 X 12 Beams attached to building & sealed	
2 X 12 Beams should be used throughout	

Concrete for posts - approximately 10" diameter and 36" below ground

Posts set on concrete, maximum post spacing = 6'0"

Finished deck surface - minimum 2" clearance below door sill

Floor joists - 16" on center, maximum length = 14'0"

Railing - approximately 4' high (match existing)

1/8" between floor boards

CALL JULIE (1-800-892-0123) HAVE UTILITIES MARKED BEFORE DIGGING

Call Management Company after holes are dug for concrete for first inspection.

Association will paint after about 12 months of weathering.

The maximum size of new decks is 225 sq. ft. Any decks requiring replacement will be limited to this size.

Appendix B

Wood Deck Specification

1.0 General Requirements

This specification covers the installation of wood decks at the Court Homes of Frankfort Square (the Association) in Frankfort, Illinois. A wood deck refers to a construction of wood members directly adjacent to a 1st floor (ground floor) entryway. This specification does not cover any construction above the first level of the building.

This specification is a general description of the acceptable materials and installations regarding the exterior wood decks throughout the Association as described in the above paragraph. HBIS Engineering has not reviewed any municipal or township requirements regarding a construction of this type either through the City of Frankfort or Frankfort Township respectively. **It is the responsibility of the Association, or installation contractor, to obtain proper building permits for all work completed in conjunction with this specification.**

The ASCE 7-951, "Minimum Design Loads for Buildings and Other Structures" recommends a minimum uniformly distributed live load of 100 psf for exterior balconies. Additionally, balcony handrails are required to support a load, in any direction, of 50 lb/ft and a concentrated load of 200 lb. It is recommended that the designer determine any variation from this according to local ordinances or codes for these exterior wood decks. It is noted that this specification may outlive the local code for design loads, therefore all design live loads should be verified with the appropriate local code officials. The design dead load should be from the actual materials used in construction. Additionally, since these decks are exterior, it is necessary to design them to hold snow loads. We do not assume that any mechanical equipment or appliances are being stored on these decks. In the cases where permanent equipment is installed on the deck, a special allowance should be made for the applicable loads for that equipment.

The scope of work for a typical deck replacement project may entail, but not be limited to, the following: temporary removal and replacement of exterior siding; temporary disconnection and reconnection of air conditioning units; and Minor renovation of siding material to accommodate deck rail attachments.

2.0 Materials

2.1 All wood used in construction of these wood decks shall be 0.4 CCA (Chromated Copper Arsenate) or equivalent at a minimum or other waterborne preservatives as recommended by the AYRA (American Wood Preservers' Association). Cut pressure treated wood shall be retreated with a waterborne wood preservative to prevent premature deterioration.

2.2 All fasteners, nails, bolts, or lag screws shall be hot-dipped galvanized and sized appropriately for their intended purpose.

2.3 All wood used shall be visually graded at a minimum of No. 2 Southern Pine. Unacceptable gradings shall be No. 2 Non-Dense, No. 3, and Stud Grade. Also, no material graded Construction, Standard, or Utility will be acceptable.

2.4 All decks shall be attached to the building by means of lag screw connections, where applicable. All lag screws shall be 1/2" in diameter and a minimum of 5" long 'installed into the building band joist at 12" o.c. with a 9/16" diameter washer.

3.0 Installation

3.1 A pressure-treated band joist (rim joist) of equal or greater depth to the supported deck joists shall be lag bolted to the rim joist of the building. Embed lag bolts in silicone sealant. Drip edge flashing shall be used on the deck band joist, along the house, to direct water away from the house and band joist. This flashing shall be installed underneath the existing siding material to allow water to flow off of the siding and away from the house band joist and foundation.

3.2 All deck joists are to be attached with joist hangers similar to Simpson Strong-Tie Standard U-Hangers. Use spacing requirements according to design load requirements and joist depth and fasteners per joist hanger manufacturer.

3.3 Attach deck joists to a main girder to span the entire width of the deck. Girder to be of similar pressure-treated material and designed to support, at least, 1/2 the dead+live load of the deck. Attach joists to girder using hangers similar to 3.2 above.

3.4 Footings are to be 10" in diameter and no farther apart than 6 feet. All footings must be 42" or more in depth. See attached drawing.

3.5 Posts are to be embedded in the concrete for the full depth or attached to the concrete pier with post bases similar to Simpson Strong-Tie PB Post Bases. Posts are to be sized to support intended load but should never be smaller than a 4 x 4 pressure-treated sawn lumber member.

3.6 Attach posts to main deck girder with (2) = 3/4" diameter bolts with 13/16" diameter washers and nuts. Place bolts with a minimum distance, from the center of the bolt to the edge of the girder member, of 1 - 1/8". Space bolts 5" apart, centered on the post. Tighten to a snug fit without crushing the wood fibers (see attached drawing).

3.7 Railings are to be 36" high measured *from* the top of the finished deck surface to the top of the railing. Spindles are to be installed so that a 4" sphere cannot pass between any two spindles. Railings for stairs shall be installed where 3 or more stairs exist. A stair is defined as a level change between the ground and a stair tread, or between a stair tread and the finished deck surface. Use 2 x 8 pressure-treated sawn lumber to create spindles and attach 2 x 8 pressure-treated sawn lumber to spindles to create hand-rail.

3.8 Railings to be attached to building per enclosed sketch. Detail B should be used where additional lateral bracing of the handrails is required, otherwise Detail A is adequate. Detail B requires additional siding work including, but not limited to, j-channel new siding, and exterior grade caulk to match siding. Use 2 x 8 lumber and angles, as specified, to adequately secure railing to building and to provide adequate lateral strength.

3.9 Gates or lockable railings are not allowed under this specification.

3.10 Reinstall existing siding material to prevent moisture infiltration and to match existing.

3.11 Reinstall any removed appliances or components to their original function or installation.

4.0 Inspection

4.1 The Owner or Owner's Representative shall have the exclusive right to reject work that, in his/her opinion, is not in compliance with this specification, the attached drawings, or the drawings submitted for building permits.

4.2 The approval of the Owner or Owner's Representative does not release the contractor or manufacturers of any liability should the deck materials or construction be defective in any way.

COURTHOMES OF FRANKFORT SQUARE
REQUEST FOR ARCHITECTURAL VARIATION

NAME: _____ DATE: _____

ADDRESS: _____

TELEPHONE: _____

NATURE AND JUSTIFICATION OF VARIATION: (Attach additional sheets if more space is required)

COLOR: _____ STYLE: _____

LOCATION: _____ DIMENSIONS: _____

CONSTRUCTION MATERIALS AND SUPPLIES: (Attach a complete list of all materials and supplies required)

EST. PERIOD OF PERFORMANCE _____ APPROX. COST: _____

PLANS AND SPECIFICATIONS OF ALL ARCHITECTURAL VARIATIONS MUST BE SUBMITTED AND ATTACHED TO THIS EXHIBIT "D" TO SHOW LOCATION AND DIMENSIONS.

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

DATE _____ SIGNED _____
Unit Owner

FOR OFFICE USE ONLY:

APPROVED BY _____ DATE APPLICATION REC'D _____
INSPECTED BY _____ RECEIVED BY _____
INSPECTED ON _____ DISAPPROVED BY _____
REASON FOR DISAPPROVAL _____

Appendix C

PERCENTAGE OF OWNERSHIP

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
1	7738 A W. Grovewood Lane -217	.42257
2	7742 B W. Grovewood Lane -217	.42257
3	7744 C W. Grovewood Lane -217	.42257
4	7740 D W. Grovewood Lane -217	.35903
5	7733 A W. Grovewood Lane -216	.45540
6	7735 B W. Grovewood Lane -216	.38021
7	7731 C W. Grovewood Lane -216	.42257
8	7737 D W. Grovewood Lane -216	.38021
9	20215 A S. Graceland Lane -317	.45540
10	20211 C S. Graceland Lane -317	.52933
11	20213 B S. Graceland Lane -317	.47658
12	20209 D S. Graceland Lane -317	.48696
13	7742 A Jefferson Ct. -381	.49778
14	7740 C Jefferson Ct. -381	.42257
15	7746 B Jefferson Ct. -381	.42257
16	7744 D Jefferson Ct. -381	.35903
17	7737 A Jefferson Ct. -380	.38021
18	7743 C Jefferson Ct. -380	.38021
19	7741 B Jefferson Ct. -380	.38021
20	7739 D Jefferson Ct. -380	.38021
21	7738 A Jefferson Ct. -379	.49778
22	7736 C Jefferson Ct. -379	.42257
23	7732 B Jefferson Ct. -379	.42257
24	7734 D Jefferson Ct. -379	.35903
25	7746 A Kenton Ct. -381	.45540
26	7740 C Kenton Ct. -381	.38021
27	7742 B Kenton Ct. -381	.38021
28	7744 D Kenton Ct. -381	.38021
29	7736 A Kenton Ct. -379	.42257
30	7730 C Kenton Ct. -379	.42257
31	7732 B Kenton Ct. -379	.42257
32	7734 D Kenton Ct. -379	.38021
33	20126 A S. Graceland Lane -380	.45540
34	20120 C S. Graceland Lane -380	.38021
35	20122 B S. Graceland Lane -380	.38021
36	20124 D S. Graceland Lane -380	.38021
37	7746 A W. Harbor Ct. -216	.42257

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
38	7752 C W. Harbor Ct. -216	.42257
39	7750 B W. Harbor Ct. -216	.42257
40	7748 D W. Harbor Ct. -216	.35903
41	7753 A W. Harbor Ct. -219	.45540
42	7747 C W. Harbor Ct. -219	.38021
43	7749 B W. Harbor Ct. -219	.38021
44	7751 D W. Harbor Ct. -219	.38021
45	7745 A W. Harbor Ct. -218	.45540
46	7739 C W. Harbor Ct. -218	.38021
47	7741 B W. Harbor Ct. -218	.38021
48	7743 D W. Harbor Ct. -218	.35903
49	20137 A S. Graceland Lane -216	.49778
50	20135 C S. Graceland Lane -216	.42257
51	20133 B S. Graceland Lane -216	.42257
52	20131 D S. Graceland Lane -216	.38021
53	7710 A W. Ivy Ct. -376	.49778
54	7712 C W. Ivy Ct. -376	.42257
55	7714 B W. Ivy Ct. -376	.42257
56	7716 D W. Ivy Ct. -376	.35903
57	7718 A W. Ivy Ct. -377	.45540
58	7724 C W. Ivy Ct. -377	.38021
59	7722 B W. Ivy Ct. -377	.38023
60	7720 D W. Ivy Ct. -377	.35903
61	7719 A W. Ivy Ct. -378	.45540
62	7717 C W. Ivy Ct. -378	.38021
63	7723 B W. Ivy Ct. -378	.38021
64	7721 D W. Ivy Ct. -378	.38021
65	7754 A W. Garland Ct. -221	.42257
66	7748 C W. Garland Ct. -221	.42257
67	7750 B W. Garland Ct. -221	.42257
68	7752 D W. Garland Ct. -221	.35903
69	7759 A W. Garland Ct. -222	.45540
70	7757 C W. Garland Ct. -222	.38021
71	7763 B W. Garland Ct. -222	.38021
72	7761 D W. Garland Ct. -222	.38021
73	7753 A W. Garland Ct. -220	.49778
74	7755 C W. Garland Ct. -220	.42257

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
75	7749 B W. Garland Ct. -220	.42257
76	7751 D W. Garland Ct. -220	.35903
77	7759 A W. Emerald Ct. -223	.42257
78	7765 C W. Emerald Ct. -223	.42257
79	7763 B W. Emerald Ct. -223	.42257
80	7761 D W. Emerald Ct. -223	.35903
81	7751 A W. Emerald Ct. -222	.49778
82	7757 C W. Emerald Ct. -222	.42257
83	7755 B W. Emerald Ct. -222	.42257
84	7753 D W. Emerald Ct. -222	.38023
85	20160 A S. Graceland Lane -330	.45540
86	20154 C S. Graceland Lane -330	.38021
87	20156 B S. Graceland Lane -330	.38021
88	20158 D S. Graceland Lane -330	.38023
89	7735 A W. Floral Ct. -218	.49778
90	7733 C W. Floral Ct. -218	.42257
91	7737 B W. Floral Ct. -218	.42257
92	7739 D W. Floral Ct. -218	.38021
93	7734 A W. Floral Ct. -217	.42257
94	7740 C W. Floral Ct. -217	.42257
95	7738 B W. Floral Ct. -217	.42257
96	7736 D W. Floral Ct. -217	.38021
97	7727 A W. Floral Ct. -216	.45540
98	7729 C W. Floral Ct. -216	.38021
99	7723 B W. Floral Ct. -216	.38021
100	7725 D W. Floral Ct. -216	.38021
101	7726 A W. Douglas Ct. -213	.49778
102	7728 C W. Douglas Ct. -213	.42257
103	7722 B W. Douglas Ct. -213	.42257
104	7724 D W. Douglas Ct. -213	.38021
105	7731 A W. Douglas Ct. -214	.49778
106	7733 C W. Douglas Ct. -214	.42257
107	7727 B W. Douglas Ct. -214	.42257
108	7729 D W. Douglas Ct. -214	.38021
109	7734 A W. Douglas Ct. -215	.49778
110	7736 C W. Douglas Ct. -215	.42257
111	7730 B W. Douglas Ct. -215	.42257

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
112	7732 D W. Douglas Ct. -215	.38021
113	7740 A W. Douglas Ct. -217	.49778
114	7738 C W. Douglas Ct. -217	.42257
115	7742 B W. Douglas Ct. -217	.42257
116	7744 D W. Douglas Ct. -217	.38021
117	7760 A W. Briar Ct. -225	.49778
118	7758 C W. Briar Ct. -225	.42257
119	7764 B W. Briar Ct. -225	.42257
120	7762 D W. Briar Ct. -225	.38021
121	7759 A W. Briar Ct. -222	.49778
122	7765 C W. Briar Ct. -222	.42257
123	7763 B W. Briar Ct. -222	.42257
124	7761 D W. Briar Ct. -222	.38021
125	7755 A W. Briar Ct. -220	.49778
126	7757 C W. Briar Ct. -220	.42257
127	7751 B W. Briar Ct. -220	.42257
128	7753 D W. Briar Ct. -220	.38021
129	7744 A W. Almond Ct. -225	.49778
130	7742 C W. Almond Ct. -225	.42257
131	7748 B W. Almond Ct. -225	.42257
132	7746 D W. Almond Ct. -225	.38021
133	7756 A W. Almond Ct. -223	.49778
134	7750 C W. Almond Ct. -223	.42257
135	7752 B W. Almond Ct. -223	.42257
136	7754 D W. Almond Ct. -223	.38021
137	7758 A W. Almond Ct. -222	.49778
138	7764 C W. Almond Ct. -222	.42257
139	7762 B W. Almond Ct. -222	.42257
140	7760 D W. Almond Ct. -222	.38021
141	7733 A W. Galeview Lane -336	.45540
142	7729 C W. Galeview Lane -336	.52933
143	7731 B W. Galeview Lane -336	.47658
144	7727 D W. Galeview Lane -336	.48696
145	7723 A W. Galeview Lane -332	.45540
146	7719 C W. Galeview Lane -332	.52933
147	7721 B W. Galeview Lane -332	.57658
148	7717 D W. Galeview Lane -332	.48696

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
149	20102 A S. Frankfort Square -376	.45540
150	20106 C S. Frankfort Square -376	.52933
151	20104 B S. Frankfort Square -376	.47658
152	20108 D S. Frankfort Square -376	.48696
153	20117 A S. Hampton Ct. -354	.45540
154	20113 C S. Hampton Ct. -354	.52933
155	20115 B S. Hampton Ct. -354	.47658
156	20111 D S. Hampton Ct. -354	.48696
157	7730 A W. Galeview Lane -340	.45540
158	7734 C W. Galeview Lane -340	.52933
159	7732 B W. Galeview Lane -340	.47658
160	7736 D W. Galeview Lane -340	.48696
161	20127 A S. Hampton Ct. -344	.45540
162	20123 C S. Hampton Ct. -344	.52933
163	20125 B S. Hampton Ct. -344	.47658
164	20121 D S. Hampton Ct. -344	.48696
165	20137 A S. Hampton Ct. -334	.45540
166	20133 C S. Hampton Ct. -334	.52933
167	20135 B S. Hampton Ct. -334	.47658
168	20131 D S. Hampton Ct. -334	.48696
169	20128 A S. Frankfort Square -330	.45540
170	20132 C S. Frankfort Square -330	.52933
171	20130 B S. Frankfort Square -330	.47658
172	20134 D S. Frankfort Square -330	.48696
173	7702 A W. Galeview Lane -328	.45540
174	7706 C W. Galeview Lane -328	.52933
175	7704 B W. Galeview Lane -328	.47658
176	7708 D W. Galeview Lane -328	.48696
177	7656 A W. Galeview Lane -211	.45540
178	7660 C W. Galeview Lane -211	.52933
179	7658 B W. Galeview Lane -211	.47658
180	7662 D W. Galeview Lane -211	.48696
181	20146 A S. Deerfield Ct. -211	.45540
182	20150 C S. Deerfield Ct. -211	.52933
183	20148 B S. Deerfield Ct. -211	.47658
184	20152 D S. Deerfield Ct. -211	.48696
185	20154 A S. Deerfield Ct. -212	.45540

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>% OF OWNERSHIP</u>
186	20158 C S. Deerfield Ct. -212	.52933
187	20156 B S. Deerfield Ct. -212	.47658
188	20160 D S. Deerfield Ct. -212	.48696
189	20157 A S. Deerfield Ct. -210	.45540
190	20153 C S. Deerfield Ct. -210	.52933
191	20155 B S. Deerfield Ct. -210	.47658
192	20151 D S. Deerfield Ct. -210	.48696
193	7710 A W. Grovewood Lane -215	.45540
194	7714 C W. Grovewood Lane -215	.52933
195	7712 B W. Grovewood Lane -215	.47658
196	7716 D W. Grovewood Lane -215	.48696
197	7657 A W. Galeview Lane -208	.45540
198	7653 C W. Galeview Lane -208	.52933
199	7655 B W. Galeview Lane -208	.47658
200	7651 D W. Galeview Lane -208	.48696
201	20158 A S. Fairwood Ct. -318	.45540
202	20162 C S. Fairwood Ct. -318	.52933
203	20160 B S. Fairwood Ct. -318	.47658
204	20164 D S. Fairwood Ct. -318	.48696
205	20165 A S. Fairwood Ct. -317	.45540
206	20162 C S. Fairwood Ct. -317	.52933
207	20163 B S. Fairwood Ct. -317	.47658
208	20159 D S. Fairwood Ct. -317	.48696
209	7707 A W. Grovewood Lane -214	.45540
210	7703 C W. Grovewood Lane -214	.52933
211	7705 B W. Grovewood Lane -214	.47658
212	7701 D W. Grovewood Lane -214	.48696
213	20204 A S. Fairwood Ct. -316	.45540
214	20208 C S. Fairwood Ct. -316	.52933
215	20206 B S. Fairwood Ct. -316	.47658
216	20210 D S. Fairwood Ct. -316	.48696
217	20209 A S. Fairwood Ct. -315	.45540
218	20205 C S. Fairwood Ct. -315	.52933
219	20207 B S. Fairwood Ct. -315	.47658
220	20203 D S. Fairwood Ct. -315	.48696
221	7727 West Grovewood Lane -232	.55051
222	7725 West Grovewood Lane -230	.46578
223	7723 West Grovewood Lane -228	.50815
224	7721 West Grovewood Lane -226	.56131
225	7719 West Grovewood Lane -224	.50815

Appendix D

CENSUS & LEASE

Each owner/buyer must complete and submit a census card for their unit(s) prior to purchase and at any other time as the association requires, in writing. It is the owner's responsibility to ensure their census is current. Any changes to their census card must be submitted to the managing agent in writing. Any leased units must submit a copy of the signed lease on a yearly basis to the managing agent. It is the owner's responsibility to ensure their census card and/or lease is received by the association's managing agent.

Unit owners who do not comply by sending a copy of their census card and/or lease (using their annual renewal date as the base for the fines) to the Court Homes of Frankfort managing agent will be fined \$100 for the first offense (more than 30 days beyond renewal date), and \$200 for the 2nd (more than 60 days...). Following the 3rd offense (more than 90 days...) the Association will turn over responsibility to the Association attorney. If a 3rd offense does occur, the fines and attorney's fees will be added to the unit owner's assessment account."

APPENDIX E

RESOLUTION ALLOWING THE WILL COUNTY SHERIFF TO ENFORCE THE ILLINOIS VEHICLE CODE
AND WILL COUNTY MOTOR VEHICLE ORDINANCE WITHIN COURT HOMES OF FRANKFORT SQUARE

WHEREAS, the Court Homes of Frankfort Square Condominium Association No. 1 (hereinafter "Owner") operates and maintains the Court Homes of Frankfort Square common areas; and

WHEREAS, such common areas include three private roads and sever designated parking areas; and

WHEREAS, the Court Homes of Frankfort Square are located within un-incorporated Will County, Illinois; and

WHEREAS, the Owner has filed a written request with the County of Will requesting that the Will County Sheriff enforce the provisions of the Illinois Vehicle Code and the Will County Motor Vehicle Code within the Court Homes of Frankfort Square common areas under the Owner's control and;

WHEREAS, the County of Will and the Sheriff of Will County are allowed under Chapter 95 1/2, Section 11-209.1, Illinois Revised Statutes, 1989, to provide such enforcement; and

WHEREAS, the County of Will and Will County Sheriff consent to provide such enforcement; and

WHEREAS, any enforcement by the County of Will or Will County Sheriff requires that all traffic signs and traffic rules and regulations within the Owner's area of control conform to the requirements of the laws of the State of Illinois and Ordinances and Resolutions of Will County.

NOW, THEREFORE, BE IT RESOLVED that:

1. Pursuant to Section 11-209.1 of the Illinois Vehicle Code that the Will County Sheriff's Department has the power to enforce the provisions of the Illinois Vehicle Code and the Will County Motor Vehicle Ordinance on the three roads (Groewood, Graceland and Galeview) and designated parking areas operated and maintained by the Frankfort Square Condominium Association No. 1 and contained in the area legally described as follows:

Unit Nos. 1 - 220 inclusive, as delineated on the condominium survey of part of Lots in the Court Homes of Frankfort Square Unit 2, being a Subdivision of part of the Northwest quarter of Section 13, Township 35 North, and in Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded October 19, 1971, as Document No. R71-25719; part of Lots in the Court Homes of Frankfort Square Unit 3, being Subdivision of part of the Northwest quarter of Section 13, in Township 35 North and in Range 12 East of the Third Principal Meridian, according to the Plat, thereof, recorded May 30, 1972, as Document No. R72-14286; part of Lots in the Townhomes of Frankfort Square Unit 1, being a

Subdivision of part of the South half of the Northwest quarter of Section 13, in Township 35 North, and in Range 12 East of the Third Principal Meridian, according to the Plat thereof recorded September 29, 19971, as Document No. R71-23642, which condominium survey is attached as Exhibit "A" to the Declaration of Condominium Ownership made by Hoffman Rosner Corporation recorded in the Office of the Recorder of Deeds of Will County, Illinois, as Document No. R72-2236, as amended from time to time; together with each of their undivided percentage interests in said Parcel in Will County, Illinois.

2. This Resolution shall remain in full force and effect for such period of time that all rules and regulations adopted by and traffic control devices employed by the Court Homes of Frankfort Square Condominium Association No. 1 comply with all laws, rules and regulations of the State of Illinois and all ordinances and resolutions of the County of Will; and

3. This Resolution may be repealed by the County of Will and such repeal will take effect as allowed by law and after notice to the Court Homes of Frankfort Square Condominium Association No. 1; and

4. Resolution 89-110 is hereby repealed.

This resolution shall in full force and effect immediately following its adoption and publication as required by law.

APPROVED, ADOPTED AND PASSED THIS 17TH DAY OF JANUARY, 1991.

Charles R. Adelman
Will County Executive
ATTEST:

Clara Hartley Woodard
County Clerk

YES 27
NO 0
PASSED 0

APPENDIX F

Rental Policy and Tenant Information

All items must be completed and returned to the management office with a copy of the lease. The census card must be completed by the lessee and returned along with the other documents.

Once these items are received, the lease information will be forwarded to the Board for approval. The Board will approve/disapprove the lease within thirty (30) days after they receive the complete packet.

LEASE INSTRUCTIONS

Instructions for filling out the lease packet - please complete, sign and return:

1. Notice of Intent to Lease
2. Memorandum of Understanding
3. One (1) complete copy of the lease
4. Census Card

PLEASE NOTE:

COPY OF DECLARATION AND RULES AND REGULATIONS MUST BE GIVEN TO LESSEE BEFORE THIS PACKAGE IS RETURNED TO THE BOARD OF DIRECTORS.

As Amended December 2, 2021:

- a. A Unit Owner that is leasing his or her Unit that fails to provide a copy of the lease to the Board or Association's management company within the timeframe required by these Rules and Regulations shall be subject to a fine of \$1,000.00 per violation.
- b. A Unit Owner that is leasing his or her Unit that fails to provide a copy of the completed census card to the Board or Association's management company within the timeframe required by these Rules and Regulations shall be subject to a fine of \$1,000.00 per violation.
- c. A Unit Owner that is leasing his or her Unit whose prospective tenant(s) fail to attend the required meeting with the Board prior to moving into the Unit shall be subject to an initial fine of \$250.00 and an additional fine of \$10.00 per day for 2 every day the tenant(s) occupy the Unit until the tenant(s) attend the required meeting with the Board.

NOTICE OF INTENT TO LEASE

BUILDING: _____ UNIT NO.: _____

OWNER: _____

ANTICIPATED DATE OF MOVE OUT: _____

ADDRESS: _____

HOME PHONE: _____ WORK PHONE: _____

Dear Sir or Madam:

As part of any lease of a unit in Frankfort Square Condominium Association, it is necessary that certain information be provided in order to allow the Board of Directors effectively to protect the Association's rights and interests pursuant to the Declaration and By-Laws governing the property. Consequently, we ask that you complete this information sheet as part of the leasing of the unit and forward to the Managing Agent the completed questionnaire, a copy of the lease, the census card and signed Memorandum of Understanding.

LEASE AMOUNT: \$_____ ANTICIPATED MOVE-IN DATE: _____

NUMBER OF ADULTS THAT WILL OCCUPY THE UNIT: _____

NUMBER OF CHILDREN (UNDER 18) THAT WILL OCCUPY THE UNIT: _____

LIST EACH PERSON RESIDING IN THE UNIT: If at any future time a person(s) other than those listed herein becomes a permanent resident of the unit, the Board of Directors must be notified.

	<u>FULL LEGAL NAME</u>	<u>AGE</u>	<u>SEX</u>
1.	_____		
2.	_____		
3.	_____		
4.	_____		

NOTICE OF INTENT TO LEASE

NEAREST PERSON TO CONTACT IN CASE OF EMERGENCY (SOMEONE WHO HAS KEYS TO THE UNIT)

LIST ALL VEHICLES:

	<u>MAKE</u>	<u>COLOR</u>	<u>YEAR</u>	<u>LICENSE NO.</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

From the time the completed questionnaire and accompanying paperwork is received, the Board of Directors has thirty (30) days RIGHT OF FIRST REFUSAL after which time you will be provided with a letter indicating the Board of Director's position on its RIGHT OF FIRST REFUSAL.

PLEASE BE ADVISED YOU MUST SUPPLY THIS INFORMATION IN ORDER TO LEASE YOUR UNIT.

If the information is not supplied and the unit is leased without the Board of Director's knowledge the Board of Directors may, under the Declaration, enforce its rights and you will be required to pay all costs and attorney's fees for the Board of Directors in so enforcing its rights.

Please forward this questionnaire and completed census card to the management company.

SIGNATURE OF LESSOR

SIGNATURE OF LESSEE

MEMORANDUM OF UNDERSTANDING

I (We), the intended Lessee(s) of the condominium unit described above declare that we have read the Frankfort Square Condominium Association Rules and Regulations and the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants, and any Amendment or Amendments thereto, and understand that we shall, at all times, hold our interests in the Condominium subject to the rights, easements, privileges and restrictions therein set forth or hereafter established by the Owners or Directors of the Frankfort Square Condominium Association as duly provided for in the aforesaid Declaration of Condominium Ownership. I understand that being a tenant, I am not allowed pets.

SIGNATURE OF LESSOR

SIGNATURE OF LESSEE

I (We) hereby certify that I (we) have given the above Lessee the proper copies of the Frankfort Square Condominium Association Rules and Regulations.

SIGNATURE OF LESSOR

SIGNATURE OF LESSEE

DATE

**AMENDMENT TO THE RULES AND REGULATIONS OF THE COURT HOMES OF
FRANKFORT SQUARE CONDOMINIUM ASSOCIATION NO. 1**

PREAMBLE

WHEREAS, the meeting of the Board of Directors of Court Homes of Frankfort Square Condominium Association No. 1 ("Association") was duly called and held pursuant to the Illinois General Not-For-Profit Corporation Act of 1986, the Illinois Condominium Property Act ("Act"), and the Association's Declaration and By-Laws, and proper notice was duly provided to the members of the Association, a quorum of the directors being present at the meeting as identified below, and the meeting being properly convened and proceeding with Association business including resolutions and specifically the resolutions set forth herein; and

WHEREAS, the Association is charged with the obligation and responsibility of enforcing the terms of the Association's Declaration and Rules and Regulations;

WHEREAS, Article VI, Section 6(g) of the Association's By-Laws, as well as Section 18.4(h) of the Illinois Condominium Property Act, gives the Board of Directors the authority to adopt reasonable rules and regulations pertaining to the use of the Property;

WHEREAS, the Board of Directors has determined it to be in the Association's best interests to adopt certain rules regarding the conducting of businesses and similar commercial activities upon the Property;

WHEREAS, the Board has determined it to be in the Association's best interests to adopt additional enforcement rules regarding tenants violating the no pet rule;

WHEREAS, the Board has determined it to be in the Association's best interests to adopt a rule requiring all owners leasing their units, as well as their tenants, to sign the Memorandum of Understanding that is part of the Rules and Regulations; and

NOW THEREFORE, in furtherance of the above stated determinations, objectives and goals, the Board, on behalf of the Association, adopts the Amendment to the Rules and Regulations which follows:

AMENDMENT TO RULES AND REGULATIONS

1. Section "Use and Occupancy" of the Rules and Regulations shall be amended as follows:

a. Paragraph 10 of the "Use and Occupancy" Section shall be amended by adding the following additional language at the end of this Paragraph: "Without limiting the foregoing language in this paragraph, this paragraph specifically prohibits a Unit Owner from granting a license to anyone to enter, occupy and/or use the Unit Owner's Unit for a period of less than thirty (30) days."

2. Section "Pets" of the Rules and Regulations shall be amended as follows:

- a. Paragraph 7 of the “Pets” Section shall be deleted in its current form and shall be re-written as follows: “Pursuant to the Memorandum of Understanding (Exhibit F-2), Tenants are not allowed to have pets. Any Tenant who violates the prohibition on pets by keeping a pet in the Tenant’s Unit must permanently remove the pet from the Unit within ten (10) days of written notice from the Board of Directors or Association’s managing agent. Failure of a Tenant to permanently remove the pet from the Unit within such timeframe will be grounds for the Association to seek eviction of the Tenant(s) from the Unit pursuant to the Association’s rights under the Declaration, these Rules and Regulations, at law and in equity. The prohibition on tenants having pets also prohibits Tenants from pet sitting, either in exchange for financial compensation or without any financial compensation. In addition to the aforementioned requirement to remove pets and the right of the Association to seek eviction of a Tenant(s) for violation of this rule prohibiting Tenants from having pets, the Unit Owner of a Unit where a Tenant resides who violates this rule shall be subject to an initial fine of \$250.00 and an additional fine of \$10.00 per day for every day a pet remains within the Unit until the pet is removed from the Unit.”

3. The following new language shall be added to Section “Rental of Units” of the Rules and Regulations:

- a. “For every Unit that is leased, the Memorandum of Understanding (Exhibit F-2) must be executed by both the Unit Owner of the Unit and the prospective Tenant(s) of the Unit and must be provided to the Association’s managing agent prior to the Tenant(s) occupying the Unit. Failure to provide a Memorandum of Understanding (Exhibit F-2) executed by both the Unit Owner and the prospective Tenant(s) prior to occupancy shall subject the Unit Owner to an initial fine of \$250.00 and an additional fine of \$10.00 per day for every day the Tenant(s) occupy the Unit until the Memorandum of Understanding (Exhibit F-2) is provided to the Association’s managing agent. In addition to such fine, failure to provide a Memorandum of Understanding (Exhibit F-2) executed by both the Unit Owner and the prospective Tenant(s) prior to occupancy shall be grounds for the Association to seek eviction of the Tenant(s) from the Unit pursuant to the Association’s rights under the Declaration, these Rules and Regulations, at law and in equity.”

Such changes having been made, the remaining language of the Rules and Regulations shall remain unchanged.

The language of this Resolution shall govern any conflicts between this document and prior Rules and Regulations.

This Amendment to the Rules and Regulations shall be effective as of the date approved by the Board of Directors.

END OF TEXT OF AMENDMENT TO THE RULES

Thereupon, on motion duly made and seconded, the above determinations, objectives, goals, and resolutions were adopted and acknowledged this _____ day of _____, 20____, at _____, Illinois, by the following roll call vote:

Ayes	Nays	Abstaining	Directors Voting

CERTIFICATE

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of the Court Homes of Frankfort Square Condominium Association No. 1, an Illinois Not-For-Profit Corporation; that I am the custodian of the records of the corporation, and that the attached is a true, correct, and accurate copy of the Resolution of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and affix this corporate seal, if any, this _____ day of _____, 20____.

COURT HOMES OF FRANKFORT SQUARE
CONDOMINIUM ASSOCIATION NO. 1

Its Secretary

Appendix G

COURTHOMES OF FRANKFORT SQUARE EXTERIOR MODIFICATION REQUEST

Return this completed form to the management company.

Please inform the Architectural Committee and the Board of Directors of Court Homes of Frankfort Square Condominium Association that I wish to make the following exterior change to my unit:

Item: _____

Kind of Material: _____

Color: _____

Dimensions: _____

Brief description of installation: _____

Request Date: _____

Unit Address: _____

Phone: () _____

Please Print Name

Signature

Diagrams, if necessary, may be drawn on the reverse side.

_____ *Approved*

_____ *Disapproved*

AMENDMENT TO THE RULES AND REGULATIONS BY FORMAL ACTION OF THE BOARD OF DIRECTORS OF THE COURTHOMES OF FRANKFORT SQUARE CONDOMINIUM ASSOCIATION TO RESTRICT THE USE OF UNIT GARAGES FOR THE PURPOSES OF STORAGE.

PREAMBLE

WHEREAS, the regular meeting of the Board of Directors of the FRANKFORT SQUARE CONDOMINIUM ASSOCIATION (the "Association") was duly called and held pursuant to the General Not-For-Profit Corporation Act of 1986, Section 18.5 (c) through (h) of the Illinois Condominium Property Act of 1965, and the Association's Declaration and By-laws, and proper notice was duly served on the members of the Association, a quorum of the Board of Directors being present at the meeting as identified below, and the meeting being properly convened and proceeding with Association business including resolutions and amendments and specifically the amendment set forth herein; and

WHEREAS, the Board of Directors and the Association desire to regulate the use of Unit garages to limited storage of personal property and other items;

WHEREAS, it is in the best interest of the Board of Directors and the Association to provide restrictions on the use of Unit garages to limited storage of personal property and other items;

WHEREAS, it has come to the attention of the Board of Directors and the Association that Owners/Unit occupants are using their garages for living purposes and living space;

WHEREAS, it is in the best interest of the Board of Directors and the Association to require Owners/Unit occupants to limit the storage of personal property and other items and to absolutely restrict and prohibit the use of garages for living purposes or living space;

NOW THEREFORE, in furtherance of the above stated determinations, objectives and goals, the Board of Directors, on behalf of the Association, AMENDS THE RULES AND REGULATIONS AS FOLLOWS:

AMENDMENT

RESOLVED, the Board of Directors and the Association have elected to further regulate the use of garages by Owners/occupants;

FURTHER RESOLVED, that Owners/Unit occupants are hereby prohibited from using garages for living purposes and for those purposes normally associated with interior living habitation, including, but not limited to, sleeping, cooking, pet confinement, and activities causing noxious odors, hazardous conditions, excessive or noxious behavior while entertaining guests, etc. or in any way interfere with the comfort and safety of other residents.

(Rev. April 2010)

