

EDGEBROOK HOMEOWNERS ASSOCIATION

Rules & Regulation

Revision: 2009

PREFACE

These Rules & Regulations have been adopted with the intent of providing the residents of Edgebrook Homeowners Association with a practical plan for day-to-day living. Its goal is to maintain our community as a first-class Association and to provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of owners who exhibit a pride of home ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Edgebrook Homeowners Association runs with the property. Each buyer of property within the Edgebrook Homeowners Association is bound by the governing documents of the Association that include the Declaration, By-laws, and Rules & Regulations. Owners who oppose a particular rule or regulation are asked to keep the following points in mind:

Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declaration and By-Laws, which exist for benefit of our community and helps to maintain our property values.

Effective Rules & Regulations require the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official written complaint can be filed with the Property Manager or Board of Directors.

Each resident's cooperation and participation is encouraged. This is your Association and these are your rules.

TABLE OF CONTENTS

ARTICLE I - INTRODUCTION

ARTICLE II - GENERAL RULES

ARTICLE III -LEASES

ARTICLE IV - POLICIES AND PROCEDURES REGARDING ENFORCEMENT

ARTICLE V - ASSESSMENTS

ARTICLE VI - TRANSFER OF OWNERSHIP

WITNESS VIOLATION COMPLAINT, FORM A

WRITTEN WARNING, FORM B

NOTICE OF VIOLATION, FORM C

REQUEST FOR A HEARING, FORM D

NOTICE OF DETERMINATION REGARDING VIOLATION, FORM E

LEASING QUESTIONNAIRE, FORM F

NOTIFICATION OF SALE, FORM G

SATELLITE APPLCATION, FORM H

SATELLITE INDEMNIFICATION AGREEMENT, FORM I

ARCHITECTURAL FORM, FORM J

ARTICLE I - INTRODUCTION

- 1.1 The following Rules & Regulations flow from and supplement provisions of the Amended Declaration of Covenants, Conditions, Restrictions and Easements and the By-Laws of Edgebrook Homeowners Association. It is not the intent of these Rules & Regulations to be a substitute for the Declaration or By-Laws.
- 1.2 To the extent that the provisions of applicable law (federal, state or local), the Declaration, the By-Laws, and the Rules & Regulations are in direct conflict, the provisions of applicable law shall first control followed by the provisions of the Declaration, the By-Laws, and the Rules & Regulations, in that order.
- 1.3 These Rules and Regulations are binding on all Owners, residents, their families and guests. The Owner is responsible for communicating these Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.
- 1.4 The provisions of these Rules & Regulations can be amended by vote of the Board of Directors in open meeting and pursuant to the notice requirements of Article VI of the By-laws.
- 1.5 Unless specifically defined in these Rules and Regulations, all terms shall have the same definitions as provided in the Amended Declaration of Covenants, Conditions, Restrictions and Easements for Edgebrook Homeowners Association.
- 1.6 All fees, expenses, and costs that are charged to the Owner's account pursuant to these Rules and Regulations shall be assessed and collectable as charges under Section 5.01 of the Declaration.
- 1.7 The headings in these Rules and Regulations are for reference and clarity only and are not intended to modify the language of the specific Rule provisions.

ARTICLE II – GENERAL RULES

2.1 Air Conditioning Condensers

Air conditioning condensers and other mechanical equipment are not permitted in the front of any residence and, therefore, must be in rear yards, hidden from view. No window air conditioning units may be installed on any Unit.

2.2 Alterations

Except as specifically provided herein, no alterations may be made to the Lots, the landscaping thereon, or the Unit exterior, except as in accordance with the Architectural Guidelines, attached as Architectural Form J, to these Rules and Regulations. Any changes to an approved plan must also be approved in accordance with the Architectural Guidelines.

2.3 Basketball Hoops

Basketball hoops must be portable basketball standards. Garage or wall-mounted standards are not permitted. Portable standards can only be kept on the Owner's driveway, away from the public sidewalk, or stored in the garage.

2.4 Clothes Drying

Laundry, sheets, blankets, and similar items may be dried on retractable clotheslines no higher than seven (7) feet from ground level in the rear yard only of the Unit. The clothesline and laundry items shall be removed daily and shall not be left outside overnight.

2.5 Common Area

a. Generally

Storage of any kind is expressly prohibited on the Common Area unless the area is expressly designated for such a purpose. All toys, recreation equipment, bicycles, lawn chairs, and the like must not be left on the Common Area overnight. Any games or other activity which creates a nuisance, damages the Common Area, or disrupts the peace is prohibited on or in any portion of the Common Area.

b. Damage

Any damage to the Common Area caused by the conduct of an Owner or by the Owner's family, tenants, or guests will be repaired by the Association, the cost of which shall be assessed to the responsible Owner's account. Any determination of the Owner's responsibility for the damage shall be according to the enforcement provisions of Article IV of these Rules and Regulations

c. Maintenance

The Common Area shall be maintained by the Association.

2.6 Contractor

Residents who employ contractors to perform service shall not allow the performance of such services Monday to Saturday before 7:00 a.m. and Sunday before 9:00 a.m. All such contract services must terminate each evening no later than dusk. All such contract services include, but are not limited to, general construction activities, and lawn maintenance. Services such as snow plowing, snow removal, and emergency repairs are excluded. Contractor trucks, trailers, and all other equipment or materials must be removed from streets each evening.

2.7 Decks and Patios

Owners shall keep decks and patios clean, orderly, and free from clutter. Decks and patios may not be used for storage other than for seasonal storage of BBQ grills, lawn chairs, and other items usually associated with decks and patios. Decks and patios must not be used as pet runs. Owners are responsible for damage caused by objects which fall from or are blown from decks and patios. No items or objects shall be thrown, swept, or shaken from decks or patios.

2.8 Garages

Garages shall be used primarily for storage of vehicles and other items. Car engines must not be left running in garages. Nothing shall be stored in any garage that might create a danger of fire or explosion or that might create harmful or offensive fumes. Major car repairs or repairs which cause any type of nuisance, fire hazard, or annoyance to neighbors are prohibited. Any work or activity producing noise in garages is prohibited after 10:00 pm. Barbecuing in garages, front yards, and side yards is prohibited. Storage of BBQ units must be in rear of property only.

2.9 Garage Sales

Residents must comply with local ordinances regarding Garage Sales and the sign regulations contained in Section 2.21.

2.10 Garbage

a. Generally

All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage cans, recycle bins, regular landscape waste, and other similar items should be stored in the garage. Sealed garbage bags, hard containers, recycle bins, and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than 6:00 p.m. the night before collection. Containers are to be removed from the street by 7:00 p.m. the day of collection.

b. Compost

Compost centers shall be allowed. They must not contain any feces or meat byproducts, and any foul odors must be prevented. Centers shall only be 2'x2' in size(maximum), and must be in rear of property, not on common area or easement.

c. Local Ordinances

Please also comply with any garbage pick-up regulations of the City of Warrenville. As of the adoption of these Rules and Regulations, pick-up is every Thursday. If a holiday falls during the week, pick-up may be a day later.

2.11 Lighting & Holiday Decorations

All exterior lights must be approved in accordance with Architectural Review Process with the exception of seasonal holiday lights that are subject to the following restrictions.

- a. Holiday lights and decorations may be installed from November 15th through January 31st , but may only be illuminated from Thanksgiving until January 15th. The take down date may be extended at the sole discretions of the Board of Directors in response to weather conditions.
- b. Lights and decorations for holidays falling outside the above dates may be displayed from 3 weeks prior to the holiday to one week after.

2.12 Maintenance of Lot and Residence

a. Owner's Maintenance Obligation

Each Lot and the exterior of each Unit shall be maintained by its Owner in a clean, orderly, and safe fashion. This requirement shall include, but shall not necessarily be limited to, maintenance of the entire exterior façade of each Unit (including, but not limited to, its roof), each driveway, and landscaping.

b. Landscaping

Each Lot shall be landscaped with sod, foundation plantings, trees and shrubs approved by the Association. Each Owner is responsible for mowing his/her yard to a maximum grass height of six (6) inches to maintain a neat appearance. This responsibility includes weed control. Each Owner is responsible to ensure that all trees and shrubs on his or her property are reasonably maintained. This includes the trimming of shrubs to maintain a neat appearance as well as trimming and removal of dead and hanging branches. Trees and shrubs overhanging sidewalks and driveways must be trimmed eight (8) feet above the sidewalk or driveway.

c. Flowers

Flowers planted in ground, must be in defined and mulched flowerbeds, in the front, side and rear of property.

d. Retaining Walls

All retaining walls must be approved by the architectural committee.

e. Fire Pits and Outdoor Fireplaces

Fire pits, and all outdoor fireplaces must be 15 feet from any structure, in accordance of city code. It must not become a nuisance to any other homeowner. No fire pits or outside fireplaces in common areas, they must be in the rear of property only, and must be attended by someone 18 years of age or older until extinguished.

f. Driveway

The Owner of each Lot shall maintain a paved driveway to service the Unit constructed thereon.

2.13 Noise

No person shall make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which annoys, disturbs, injures, or endangers the comfort, repose, convenience, health, peace or safety of others, within the corporate limits of the Association.

2.14 Nuisance (Quiet Enjoyment)

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of an offensive nature as may diminish or destroy the enjoyment of the properties. See also Section 2.24 ("Unsightly or Unkempt") of these Rules and Regulations.

No unlawful, noxious, immoral, or offensive activity shall be conducted anywhere on the Property or in any Unit nor shall anything be done thereon and/or therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residence.

2.15 On-Site Fuel Storage

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of a Lot except that up to five (5) gallons of each fuel type may be stored in the garage of the Unit for emergency purposes and operation of lawnmowers and similar tools or equipment. The fuel must be stored in a legally approved container and must not create a danger of fire or explosion, as provided in Section 2.6.

2.16 **Parking/Vehicles**

a. Permitted Vehicles

Automobiles shall be parked in garages, driveways, and other parking areas *only*. Vehicles with non-offensive placards or commercial signs are permitted. Vehicles weighing over one (1) ton, campers, trailers, recreational vehicles, tractors, class B vehicles, snowmobiles, boats, or any other types of non-passenger vehicles and accessories may only be parked in garages if the garage door can be closed. No vehicle owned by anyone other than a Unit Owner, a tenant, or their guest may be parked anywhere on the Property other than in a garage with the garage door closed.

b. Street Parking

Parking on streets that have been dedicated to the City is subject to City ordinance and City enforcement.

b. Trip Preparation and Maintenance

Camping trailers, boats, and recreational vehicles may be parked on driveways for a period of one day while the Owner of the Lot is preparing for or unloading from a trip. Boats, boat trailers, and other watercraft may be parked in the Owner's driveway for no more than two (2) days in preparation for use or routine maintenance. In no case may recreational vehicles be used as living quarters within the Property.

c. Non-permitted Vehicles

No vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition and which has not been used or moved for at least seven (7) consecutive days or which does not have a current, valid license plate and registration sticker may be parked anywhere on the Property other than in a garage with the garage door closed.

d. Towing

The Board may authorize any vehicles parked in violation of this Section 2.16 to be towed and any such towing fee shall be charged to the owner of the vehicle. If the owner of the vehicle is an Owner of a Lot, the towing fee will be charged to the responsible Owner's account.

e. Vehicle Maintenance

Except for the maintenance allowed pursuant to Section 2.16(b), vehicle maintenance of any kind, other than adding fluids or changing flat tires, is prohibited anywhere on the Property.

2.17 **Pets/Animals**

a. Generally

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any portion of the properties except dogs, cats, or other usual and common household pets provided that they are not kept, bred, or maintained for any commercial purpose. A maximum of two (2) pets are allowed for each Lot. No dog run may be erected.

b. Clean-up and Damage

Dogs are not to be walked on the lawn of other Owners or on the Landscaped Area. Any fecal matter, including that excreted on the pet owner's yard, must be properly disposed of by the pet owner **immediately**. Any fecal matter not disposed of immediately will subject pet owner to fines in accordance to city code, and assessed to owners account. The owners of household pets shall be responsible for cleaning up after their pets and shall be responsible to repair and to pay for any damage to Lots or the Landscaped Area caused by the animal. No animal shall be permitted if it is a nuisance to any other resident of Edgebrook.

c. Pets not to be Left Unattended

No household pets shall be unattended outside the Unit. If a pet is taken off the Owner's property, the pet must be on a leash. Pets shall not be allowed to run loose, except within its owner's Lot and as allowed by the City. No pet may be tethered in the front or side yard of any Unit. Owners shall be responsible for and be subject to these provisions for the household pets of their guests and tenants.

d. Local Ordinances

Pet owners must comply with all applicable pet regulations of the City of Warrenville and DuPage County.

e. Violations

Any Owner who has been found guilty of more than three (3) violations of these rules regarding pets shall be liable for causing or creating a nuisance or unreasonable disturbance within the meaning of the Declaration.

2.18 **Ponds, Lakes, and Detention Areas**

All water elements on Common Area shall be aesthetic amenities only, and no other use, including without limitation fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out

of any authorized or unauthorized use. They shall not be contaminated by anything other than water from the storm drains. Items such as garbage (of any type), grease, motor oil, etc. are prohibited from being disposed of into the ponds or other waterways. Homeowner installed ponds require Architectural Review Committee approval.

2.19 Satellite Dishes and Antennas

a. Purpose

These provisions relating to satellite dishes and antennas are intended to prevent injury to Owners and others, to prevent damage to buildings and structures and to promote the public safety among the Association members as well as to provide free access to over-the air reception devices and direct broadcast satellite signals.

b. Applicability

These provisions apply to the following:

- i. an antenna or dish that is designed to receive direct broadcast satellite service, including direct-to-home satellite services, that is one meter or less in diameter;
- ii. an antenna or dish that is designed to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, and that is one meter or less in diameter or diagonal measurement;
- iii. an antenna or dish that is designed to receive television broadcast signals; or
- iv. a mast supporting an antenna or dish described in (i), (ii) and (iii) above.

Any antenna or satellite dish that does not meet the requirements as outlined in (i) through (iv) above is prohibited from being installed on the exterior of any building or grounds within the Association

No short wave radio or other type of radio transmitter shall be permitted in or about any home which may interfere with the radio or television reception in any other home.

c. Installation

In furtherance of the Safety Purpose set forth herein, installation of satellite dishes and antennas will be allowed in the following order:

- i. A satellite dish or antenna must be mounted in the least obtrusive exterior wood area on the Unit ("approved safety area"). A mounting kit

fabricated of stainless steel or other non-rusting material and stainless steel fasteners must be used. So long as it does not impair the viewer's ability to install, maintain, use or unreasonably increase the cost of installation, satellite dishes mounted under this section should be painted to blend with the color of the roof.

ii. In the event an Owner is unable to receive acceptable transmission by installing the satellite dish or antenna in the approved safety area provided above, the Owner must, in his/her Satellite Application Form, propose an acceptable installation location that will prevent injury to Owners and others, prevent damage to buildings and structures and promote the public safety among the Association members in addition to providing free access to over-the-air reception devices and direct broadcast satellite signals. The method by which this may be accomplished is set forth in the section entitled "Procedure."

d. Procedure

Because of the safety purpose outlined herein, prior to the installation of any satellite dish or antenna, a Satellite Application Form H and an Indemnification Agreement Form I must be completed by the Owner and submitted to the Property Manager for approval.

The Satellite Application Form should include the following information:

- i. Size, color and manufacturer of the satellite dish or antenna.
- ii. The name, address and telephone number of the installing company. (Note: Only professional installation is permitted). A statement from the installing company is required addressing wind load characteristics of the apparatus and its installation. The installation company shall provide to the customer and to the Association Board of Directors an operating license and a Certificate of Insurance in the amount of \$1 million in Workers Compensation Insurance to Statutory Limits and such Certificate shall include the customer and the Association as additional insureds.
- iii. Proposed mounting mechanisms and fasteners, mounting location with a detailed drawing indicating the horizontal, vertical and lateral dimensions of the proposed location, the direction of point and the distance from the building or other surrounding objects.
- iv. Wiring diagram for the proposed installation, particularly the grounding of the device.
- v. Diagram of entry into the Unit which must be made only through the sealed sleeve through the roof with no exposed wiring.

vi. All installations must be grounded in accordance with the requirements of the National Electric Code.

e. Remedies

All satellite dishes and antennas must be installed in strict compliance with these Rules and Regulations and the approved plans and specifications. Any deviation from the Rules and Regulations and/or plans and specifications without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish or antenna from the property, without notice. All costs of removal and restoration of the property shall be the sole responsibility of the charged to the Owners account. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized improvement shall remain on the premises after the Owner has been notified to remove the satellite dish or antenna or to correct the violation(s). The fine shall be set by the Board of Directors in accordance with the Enforcement Procedures found in Article IV of these Rules and Regulations.

2.20 **Sidewalks**

Public sidewalks in front of a Unit should be kept in good repair.

2.21 **Signs**

No sign of any kind shall be erected within the properties without the written consent of the Board of Directors. Decorative signs are subject to the Architectural Review Process.

No contractor advertisement signs are allowed within the properties.

The following provisions constitute written consent for certain limited applications.

a. "For Sale" and/or "Brokerage Signs"

These signs are limited to one standard type of "Realtor" or commercially available "By Owner" sign of not more than five (5) square feet per unit place on the front lawn only. Additional direction signs must have the consent of the appropriate property owner. "Open House" direction signs shall be posted no earlier than one (1) hour prior to the event and must be removed no later than one (1) hour after the event.

b. Special Occasion Signs

Signs such as Birthdays, Birth, etc. supplied by a sign rental company may be displayed for no longer than one week and may exceed standard size limitations.

c. Political Signs

Political signs may be displayed on an Owner's private property only and are limited to one per issue or candidate and must be removed within 24 hours of the election. Applicable City regulations must also be followed.

d. Garage Sale Signs

Garage Sale signs are limited to one per Unit on the Owner's private property. Four directional signs may be placed at the nearest entrances to the neighborhood. Additional directional signs must have the consent of the appropriate property owner. Garage Sale and directional signs are permitted the day of the event only. See also Section 2.7 of these Rules and Regulations.

e. Other Signs

Please contact Architectural Review Committee or the Board of Directors for permission to install any other type sign.

Signs shall not be attached the exteriors of any building. Signs, flags, or banners or similar items advertising merchandise, business services, or providing directional information to activities/events outside of Edgebrook are expressly prohibited.

2.22 Solicitation

a. Any person seeking to distribute literature on the Property, other than in the United States Mail, shall first deliver a copy of the item to be distributed to the Association and shall state the name, address, and telephone number of the person or persons who are the authors of the publication and of the person or persons sponsoring or distributing the publication.

b. If an Owner or resident violates the above provision of this Section 2.21, or if the literature so distributed is in any way disposed of on the Property, the responsible Owner's account shall be charged all costs and expenses for the collection of the disposed of literature and all costs and expenses necessary to insure proper enforcement of these provisions.

2.23 Storage

The front and side exterior of Units may not be used for storage. Ladders, bags of fertilizer, lawnmowers & tools, garbage cans, etc., must be stored out of sight from the street. Normal patio/deck items such as lawn furniture and BBQ grills are allowed in the rear yard. Firewood must be split and neatly stacked in the rear of the Unit; no logs over 6 inches in diameter are permitted.

When moving, PODS may be placed in the driveway for a period not to exceed three (3) weeks.

2.24 Street Intersections

All Lots located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem

2.25 Tents, Trailers, and Temporary Structures

No tent, utility shed, shack, trailer, or other structure of a temporary or permanent nature shall be placed upon any Lot. Camping tents and rental party type tents may be allowed for up to 48 hours in the rear yard only.

2.26 Tree Removal

No trees in the front of a Unit shall be removed, except for diseased or dead trees needing to be removed to promote the growth of other trees or for safety reasons, unless approved in accordance with the Architectural Guidelines.

When trees are removed, the Owner must remove the stump to below ground level and repair the landscaping with grass, sod, or another tree approved in accordance with the Architectural Guidelines.

2.27 Unsightly and Unkempt

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his/her Lot. The pursuit of hobbies or other activities which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. See also Section 2.14 of these Rules and Regulations.

When the Association declares a Lot unsightly, the Owner will be sent a written notice that will give a reasonable length of time for the Owner to bring the property up to standards. If the owner fails to bring the property up to standards, the Association may have the work performed and will charge the expense to the Owner's account.

2.28 Vandalism

Any acts of vandalism to the Common Area should first be reported to the Warrenville Police Department and then to the Property Manager and Board of Directors so that the necessary repairs may be completed.

Charges incurred to repair damages made by an Owner, Tenant, Family Member and/or Guest will be billed to the Owner.

2.29 Vegetable Garden Plots

Any vegetable garden plot can be a maximum of 6'x8', and shall not be kept within two (2) feet of any property line. Vegetable garden plots are not permitted in the front or side yard of any Unit.

ARTICLE III - LEASES

3.1 **Generally**

Leases are allowed on a limited basis subject to the restrictions as found in Section VII of the Declaration. Units may be leased only in their entirety. No Unit shall be leased for hotel or transient purpose. All leases shall be in writing and shall be for only one (1) year, except with the prior written consent of the Board of Directors.

3.2 **Assessments**

a. No new lease may be entered and no existing lease may be renewed if the Owner is in arrears on his/her assessments account. Any lease entered into or renewed in violation of this Subsection 3.2(a) is void and the Board is authorized to remove the tenant in accordance with 735 ILCS 5/9-104.2. Any costs incurred by the Board in such an action, including court costs and attorney fees, shall be charged to the Owner's account.

b. If at any time during the term of a lease, the Owner's assessment account becomes sixty (60) days or more in arrears, the lease shall be terminated. In such instance, the Board is authorized to remove the tenant in accordance with 735 ILCS 5/9-104.2. Any costs incurred by the Board in such an action, including court costs and attorney fees, shall be charged to the Owner's account. Each lease shall be deemed to incorporate this language, whether or not it is expressly provided for in the lease.

3.3 **Inspection**

Before a new lease is entered or a renewed lease is issued, the Owner must arrange for an inspection of the Unit exterior. The new lease or renewal may not commence until the inspection is complete. The Owner shall pay all costs of inspection. Please contact the Property Manager to schedule the inspection. Any lease entered into or renewed in violation of this subsection is void and the Board is authorized to remove the tenant in accordance with 735 ILCS 5/9-104.2. Any costs incurred by the Board in such an action, including court costs and attorney fees, shall be charged to the Owner's account. Initial non-compliance fee of \$100.00, and \$100.00 per month thereafter, until unit is in compliance.

3.4 **Lease Procedures**

Every lease shall be in writing and contain the following provision: "THIS LEASE IS SUBJECT TO COMPLIANCE BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION OF COVENANTS & RESTRICTIONS, THE BY-LAWS, THE ARCHITECTURAL GUIDELINES AND THE RULES AND REGULATIONS OF THE EDGEBROOK HOMEOWNERS ASSOCIATION." The Owner shall give a copy of any lease and the completed Leasing Questionnaire, together with such additional information as may be

required, to the Board and the Property Manager at least five (5) days prior to the occupancy date on the lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner's account.

The Owner must make available to the lessee copies of the Declaration, By-laws, and the Rules and Regulations, and the lessee shall be subject to and shall comply with all the terms thereof. The Owner shall assume responsibility for any violation by his/her tenant of the Declaration, By-laws, or Rules & Regulations. If a tenant violates any provision of the Declaration of Covenants & Restrictions, the By-laws, or the Rules & Regulations, the Board at its discretion shall determine what action or actions should be taken against the Owner and/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 necessary to terminate the lease and shall charge any costs incurred, including court costs and attorney fees, to the Owner's account.

3.5 **Owner Contact Information**

All Owners who do not reside in a Unit owned by them shall provide the Board or Property Manager with their permanent residence address and phone numbers where they can be reached in an emergency, both at home and work. Additionally, the Board requires tenant contact information, and number of occupants in rental unit. Any expenses incurred by the Association in locating an Owner who fails to provide such information shall be assessed to the Owner's account. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such Unit Owner caused by delays in receiving notice resulting there from.

ARTICLE IV - POLICIES AND PROCEDURES REGARDING ENFORCEMENT

4.1 Resident Participation

Unless the Board, through the Property Manager (if applicable), is notified of rule infractions by the homeowners that witness them, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing homeowners, each resident's cooperation and participation is encouraged.

4.2 Reporting a Violation

In order to report a violation, residents are asked to submit a written complaint. The complaint form shall contain substantially the same information as that set forth in the attached "Witness Violation Complaint" form A. The report must include the following information:

- a. The name, address, and phone number of the complaining witness;
- b. The Owner's name and/or address where the alleged violating person resides;
- c. The specific details or description of the violation including date, time, and location where it was alleged to have occurred;
- d. 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; and
- e. The signature of the complaining witness and the date on which the complaint is made.

The complaint form can be obtained from the Property Manager, or the Board of Directors. Once the complaint form is completed, residents are asked to forward them to the Property Manager, or any of the then current members of the Board of Directors.

4.3 Process

Written Warnings & Violation Notices, attached as Exhibits X and X are issued by the Property Manager, or persons authorized by the Board to do so, to the party allegedly committing the violation or allowing his or her family members, tenants, guests, invitees, or pets to commit a violation when one of the following occurs:

- a. The Association receives a Witness Violation Complaint from a resident.
- b. A Board Member or the Property Manager issue a witness statement based on his or her own observations.

4.4 Written Warnings

Written Warnings for the first offense of a particular rule will be sent by U.S. postal service certified mail to the owner of record. The warning will include

specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule. Request for a hearing to protest the written warning must be made within five (5) business days after receipt of the Written Warning Form B. See also Section 4.6 below on hearings.

4.5 **Notice of Violation (N.O.V)**

If subsequent violation complaints are received in regards to the same violation as alleged in a previous complaint or if the steps outlined in the Written Warning to rectify the situation have not been taken, a Notice of Violation Form C will be sent by U.S. postal service certified mail to the owner of record. The notice will include specifics of the alleged violation along with the amount of fine to be imposed.

4.6 **Hearings**

Within five (5) business days after receipt of the Written Warning or Notice of Violation, person in violation may make a written request to the Board of Director for a hearing by using a form substantially similar to Request for Hearing Form D. If the Written Warning or N.O.V recipient has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Board of Directors or its fully authorized committee will conduct a hearing to review the complaint. At the hearing, the Board 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. All hearings will proceed with or without the presence of the accused owner. The majority decision of the Board or its duly authorized committee shall be rendered in writing in a form substantially similar to the Notice of Determination Regarding Violation Form E within ten (10) days after the hearing and such decision shall be final and binding upon all parties.

If no request for a hearing is made with five (5) business days after receipt of the Written Warning or N.O.V, a hearing shall be considered waived, the allegations in the Written Warning or N.O.V. shall be deemed admitted, and appropriate sanctions as provided by Section 4.7 shall be imposed. The Owner shall be notified of the determination in the same manner as if a hearing had been conducted.

4.7 **Penalties/Fines**

- a. The first offense will result in a Written Warning.
- b. The second offense will result in a fine of \$25.00 which will immediately be charged to the Owner's account.
- c. The third offense will result in a fine of \$50.00 which will immediately be charged to the Owner's account.

d. The fourth offense will result in a fine of \$100.00 which will immediately be charged to the Owner's account.

e. A violation of a continuing nature will result in a fine of \$10.00 per day which will immediately be charged to the Owner's account. The fine shall be imposed for each day the violation has not been eliminated after the Board has received notice of failure to comply with the Written Warning.

f. If found guilty of any violation, including a first violation, the Board or its duly authorized committee may also require the Owner to correct any damage or unauthorized condition on the Property for which the Owner has been found responsible. If the Owner does not perform the corrective maintenance within thirty (30) days of receiving the Board's demand, the Board may arrange for the performance of the corrective maintenance. The cost of the repair shall be charged to the violating Owner's account. An administrative fee of \$20.00 or ten percent (10%) of the total cost of labor and materials, whichever is greater, will also be charged to the Owner's account. These costs are in addition to any fines that may be assessed under subsections b.-e. of this Section 4.7.

4.8 **Further Remedies**

The enforcement procedures provided in this Article IV and other provisions of these Rules and Regulations are not exclusive. In the event of any violation of the Declaration, By-laws, or Rules & Regulations, the Board of Directors reserves the right to pursue any and all remedies, including but not limited to legal and equitable remedies.

4.9 **Waiver**

Failure by the Association to enforce any provision of the Declaration, By-laws, or Rules and Regulations shall in no event be deemed a waiver of the right to do so thereafter.

4.10 **Expenses**

All expenses incurred by the Association, including but not limited to attorney fees and court costs, in connection with any violations of the Declaration, By-laws, or these Rules and Regulations and/or the enforcement thereof shall be charged to the responsible Owner's account.

ARTICLE V - ASSESSMENTS

5.1 Assessments

Annual assessments are currently billed in yearly installments. The invoice is issued in mid December and payment is due on March 1. The assessment will be deemed late if full payment is not received by March 2nd.

5.2 Late Fees

A late fee of \$10.00 will be charged to accounts with unpaid assessments each 15th of the month. Late fees will only be levied on unpaid annual assessments, not on fines or other charges that may be due and payable.

5.3 Collection

Accounts with balances over \$200 may be referred to legal counsel or a collection agency for collection. Additionally, the legal counsel may be instructed to record a lien against the property with the DuPage County Recorder. Pursuant to the statutes of the State of Illinois and the Declaration, the Association is authorized to commence Forcible Entry and Detainer proceedings for delinquent assessments and other monies owed to the Association when an Owners account has a past due balance. All attorney fees, filing fees, court fees or any other costs incurred by the Association in the collection process will be charged to the Owner's account.

ARTICLE VI - TRANSFER OF OWNERSHIP

6.1 **Important Documents**

The Selling Owner must supply the New Owner with copies of the Declaration, By-laws, and the Rules and Regulations. Copies will be provided by the Board or the Property Manager for a reasonable fee.

6.2 **Notification**

The Selling Owner must supply the Board and the Property Manager with a copy of the sales contract (financial information may be deleted), the names and addresses of the New Owner, as well as a forwarding address and telephone number for himself/herself.

6.3 **Requesting a Closing Statement**

Within 10 days notice and upon written documentation that Sections 6.1 and 6.2 have been complied with, the Selling Owner may request a closing statement setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the Board of Directors or Property Manager. To request a closing statement, residents must submit the attached "Notification of Sale" Form G to the Property Manager. This form can be obtained from the Board or the Property Manager. The Property Manager may charge a reasonable fee for this service.

6.4 **Violations**

Failure to comply with the process contained in this Article VI shall result in a fine of \$250 charged to the account of the Selling Owner/New Owner.

WITNESS VIOLATION COMPLAINT, Form A

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's Name: _____

Address: _____

Phone No.: _____

Names, Addresses, & Phone #'s of any other Witnesses

INFORMATION CONCERNING VIOLATOR

Address: _____

Violator's Name: _____

Telephone No.: _____

Name, Address, & Phone # of Owner, if different

Address: _____

Owner's Name: _____

Telephone No.: _____

INFORMATION CONCERNING VIOLATION

Location: _____

Violation Date: _____

Time: _____

Section(s) of Declaration, Bylaws or Rules & Regulations which was violated:

Witness's Observations:

Were any photographs? Yes No By Whom?

Include all photographs with this form or forward as soon as possible. Include the name of the person who made the 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 ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS 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 _____

WRITTEN WARNING, Form B

RE: Violation of Declaration, Bylaws, or Rules and Regulations

You are hereby notified, as the Owner of the Unit at _____, Warrenville, Illinois that you are charged with the following violation of the Association's Declaration, Bylaws or Rules and Regulations. The actions complained of occurred on or about _____ and are described as follows:

In order to prevent further action against you, please take the following corrective action within _____ days of the receipt of this Warning:

The Association is governed by its Declaration, Bylaws, 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, if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN FIVE (5) DAYS BUSINESS DAYS OR FAIL TO APPEAR AT A HEARING 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 THE VIOLATION IS OF A CONTINUING NATURE, YOU WILL BE ASSESSED A FINE OF \$5.00 PER DAY FOR EVERY DAY THAT YOU FAIL TO TAKE THE CORRECTIVE ACTION LISTED ABOVE.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION WITHIN THIRTY (30) DAYS, THE ASSOCIATION MAY TAKE THE CORRECTIVE ACTION AT YOUR EXPENSE TO WHICH AN ADMINISTRATIVE CHARGE IN A MINIMUM AMOUNT OF \$25.00 WILL BE ADDED. Please consult the Association's Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for Hearing form within five (5) days to the Association at the address below.

Very truly yours,
Edgebrook Homeowners Association Board of Directors
C/O Property Management Company

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Enclosure: Policies and Procedures Regarding Enforcement cc: Regular Mail

NOTICE OF VIOLATION, Form C

RE: Violation of Declaration, Bylaws, or Rules and Regulations

You are hereby notified, as the Owner of the Unit at _____, Warrenville, Illinois that you are charged with the following violation of the Association's Declaration, Bylaws or Rules and Regulations. The actions complained of occurred on or about _____ and are described as follows:

THE FINE YOU WILL BE ASSESSED _____

The Association is governed by its Declaration, Bylaws, 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, if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN FIVE (5) DAYS BUSINESS DAYS OR FAIL TO APPEAR AT A HEARING 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 THE VIOLATION IS OF A CONTINUING NATURE, YOU WILL BE ASSESSED A FINE OF \$5.00 PER DAY FOR EVERY DAY THAT THE VIOLATION REMAINS UNCORRECTED.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION WITHIN THIRTY (30) DAYS, THE ASSOCIATION MAY TAKE THE CORRECTIVE ACTION AT YOUR EXPENSE TO WHICH AN ADMINISTRATIVE CHARGE IN A MINIMUM AMOUNT OF \$25.00 WILL BE ADDED. Please consult the Association's Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for Hearing form within five (5) days to the Association at the address below.

Very truly yours,
Edgebrook Homeowners Association Board of Directors
C/O Property Management Company

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Enclosure: Policies and Procedures Regarding Enforcement cc: Regular Mail

REQUEST FOR HEARING, Form D

I hereby request a hearing on the charges made against me as contained in the Written Warning or Notice of Violation dated _____ alleging a violation of the Declaration, By-laws or Rules and Regulations of Edgebrook Homeowners Association.

Owner's Name
Printed

Address _____

Telephone No. _____

Date _____

Owners Signature _____

NOTICE OF DETERMINATION REGARDING VIOLATION, Form E

On _____ 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 your 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, By-laws, or Rules and Regulations has occurred and a fine in the amount of \$_____ is now due. A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.

Damages, expenses and administrative charges in the total amount of \$_____ have occurred and are now due.

Legal expenses in the amount of \$_____ incurred by the Association 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.

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.

SINCERELY,

VIOLATION REVIEW COMMITTEE

AND

EDGEBROOK HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS

LEASING QUESTIONNAIRE, Form F

Duplex Address _____

Owner's Name _____

Owner's Address _____

Owner's Telephone Number _____

Owner's Emergency Telephone Number _____

Tenant's Name _____

Other Occupants of the Residence _____

Tenant's Prior Address _____

Tenant's Telephone Number _____

Lease Dates _____ to _____

Will the Tenant keep pets in the Residence? _____

Please attach a copy of the lease to this Questionnaire.

I affirm that the information provided on this Questionnaire is correct and complete and that the Tenant has received a copy of the Declaration, Bylaws and Rules and Regulations for Edgebrook Homeowners Association.

Tenant Date

Duplex Owner Date

SATELLITE APPLICATION, Form H

Owner _____

Address _____

Telephone Number _____

Satellite Dish or Antenna Information

Size _____

Color _____

Manufacturer _____

Installation Company Information

Name _____

Address _____

Telephone Number _____

Please attach the following documents:

- 1) A statement from the installation company addressing wind load characteristics of the apparatus and its installation.
- 2) Proof of the installation company's operating license and a Certificate of Insurance in the amount of \$1 million in Workers Compensation Insurance to Statutory Limits, including the customer and the Association as additional insureds.
- 3) A diagram showing proposed mounting mechanisms and fasteners, mounting location, horizontal, vertical and lateral dimensions of the proposed location, the direction of point, and the distance from the building or other surrounding objects.
- 4) A wiring diagram for the proposed installation, particularly the grounding of the device.
- 5) A diagram of entry into the Unit which must be made only through the sealed sleeve through the roof with no exposed wiring.

PLEASE SUBMIT THIS FORM AND SUPPORTING DOCUMENTS TO THE PROPERTY MANAGER.

I affirm that the information provided on this Satellite Application is correct and complete and that all required supporting documents have been submitted.

Owner's Signature

Date

SATELLITE INDEMNIFICATION AGREEMENT, Form I

This Agreement is entered into this _____ day of _____, _____ between _____ ("Owner") and Edgebrook Homeowners Association ("Association").

RECITALS

WHEREAS, the Association is an Illinois Not-For-Profit Corporation, administered by its duly elected Board of Directors ("Board") in accordance with a certain Declaration of Easements, Restrictions, and Covenants ("Declaration"); and

WHEREAS, Owner is the owner of _____ in the Association and is subject to the provisions of the Declaration; and

WHEREAS, Section 207 of the Telecommunications Act of 1996 entitled "Restrictions on Over the Air Reception Devices", grants the Board the right to adopt rules and regulations regarding the use, placement, color and shading of satellite dishes and antennas; and

WHEREAS, the Board has adopted rules and regulations which set forth certain requirements that an Owner must comply with prior to being permitted to install a satellite dish or antenna on the property; and

WHEREAS, the Owner has submitted a completed Satellite Application along with the required supporting documents.

WHEREAS, an express condition to allowing the Owner to have a satellite dish or antenna, the Association requires the Owner to indemnify and hold it harmless for any damage to person or property arising out of the installation and use of the satellite dish or antenna.

NOW, THEREFORE, the parties agree as follows:

1. Owner shall indemnify and hold harmless the Association, all other Owners of the Association, its Board of Managers, and its designated agents from and against all claims, damages, losses, judgment, executions and expenses, including attorney's fees arising out of or resulting from the installation and/or use of a satellite dish or antenna.
2. Owner shall be responsible to maintain, repair and replace the portion of the property on which the satellite dish or antenna is installed. This includes repair/maintenance of the roof or the chimney.
3. All installations must be grounded in accordance with the requirements of the National Electric Code.

EDGEBROOK
HOMEOWNERS ASSOCIATION

OWNERS

By: _____
Its President

Attest:

By: _____
Its Secretary
