

Elk Grove Estates
Townhome Condominium Parcel "C"

RULES & REGULATIONS

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ELK GROVE ESTATES TOWNHOME CONDOMINIUM PARCEL "C" ASSOCIATION
RULES & REGULATIONS

PREAMBLE:

We are all neighbors with a common goal. To be proud of where we live and have harmonious relationships with the neighbors around us. We, the board have tried to set up rules and regulations that would be beneficial to all. These rules are not designed to restrict your activities but rather to insure the health, safety and welfare of all. We seek voluntary compliance with these rules and as neighbors to try and settle disputes among yourselves. However, when non-compliance is reported after attempts have been made to settle the problem, the board of directors will then review and proceed according to the rules set forth.

MANAGEMENT:

Representatives of management may be contacted daily. Please refer to your monthly statement for current information.

MONTHLY MAINTENANCE ASSESSMENTS:

Payments should be made payable to Elk Grove Estates townhome Condominium Parcel "C" and should be mailed on or before the first day of each month.

A late charge of \$25.00 per month will be charged to all account balances which are not paid by the 15th of the month. Any account delinquent for 35 days will be forwarded to the association's attorney for collection and any legal fees and costs incurred will be charged to the owner involved in accord with the covenants.

ACCIDENTS:

Accidents involving personal injury or property damage should be reported to management as soon as possible.

FIRE LANES:

PLEASE OBSERVE FIRE LANE RESTRICTIONS WHEN PARKING YOUR CAR AS ACCESS TO ALL PARTS OF THE BUILDING MAY BE NECESSARY BY FIREMEN AND EQUIPMENT IF A FIRE EMERGENCY SHOULD OCCUR. PARKING YOUR CAR IN A FIRE LANE "JUST ONCE" OR FOR "JUST A MINUTE" COULD BE A DISASTER!!

NOTICE OF SALE OR LEASE:

In compliance with the Elk Grove Estates Townhome Condominium Parcel "C" Association Rules & Regulations, the management agency must receive written notice from an Owner intending to sell or lease a condominium unit.

MOVING IN OR OUT:

Any damages caused to Common Areas will be the responsibility of the Unit Owner.

LIGHTS:

The maintenance of all exterior unit light fixtures will be the responsibility of the unit owner.

LANDSCAPE CHANGES:

All requests for landscape changes must be submitted in writing to the managing agent for the attention of the Parcel "C" Board.

The following is the procedure to be followed to request any landscape changes:

All requests are to be made in writing and addressed to management and to include:

- A. Name and address of your unit.
- B. A written statement describing the proposed alteration.
- C. A drawing of the requested alteration or variation showing the proposed change.
- D. Completion of the Landscape Changes form, attached hereto.

Any alteration to the common area without the written approval is in violation of the Declaration and the Board of Directors has the authority to repair such alteration to its original condition at the owner's expense.

INSURANCE:

1. Owners shall be individually responsible for insuring their personal property in their respective Units, their personal property stored elsewhere on the Property, and their personal liability to the extent not covered by the liability insurance for all Owners obtained by the Board.
2. Nothing shall be done or kept in any Unit, garage or in the Common Elements which would increase the rate of insurance on the Building without prior written consent of the Board.
3. Owners shall not permit anything to be done or kept in their respective Units or in 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. Owners of water-filled furniture must provide certification of insurance covering damage restitution on Common Elements and property of other residents.

SOLICITORS:

All solicitors have been banned from the development at the request of unit owners.

GENERAL RULE:

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these rules and regulations and are subject to the enforcement policies as set forth in the final section of these comprehensive rules and regulations.

RULES REGARDING PETS, PET LITTER AND DAMAGE BY PETS:

1. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements. Dogs, cats or other household pets may be kept.
2. All pets must be leashed when walking in the common area (City Code 1995-6-21). A \$25.00 charge will be charged to any owner whose pet or tenant's pet is unattended and running loose in the complex.
3. No pet dishes containing food may be left outside as they attract forest creatures.
4. Pet owners must clean up after pet immediately. A charge of \$25.00 will be made if this provision is violated. Owner will be requested to come before the Board after repeat violations.
5. A unit owner is responsible for the actions of pets of anyone living in his/her unit, and the costs of repairing any damage caused by a pet shall be charged to the unit owner responsible.
6. Any damage or other problem caused by a pet should be reported to the Association.
7. Owners and tenants shall not use their unit as pet sitting facilities.
8. No pet shall be left unattended in unit's garage.

RULES REGARDING THE USE AND APPEARANCE
OF THE COMMON ELEMENTS

COMMON ELEMENTS:

1. For the purposes of these rules and regulations, the following areas are considered Common Elements:
 - a. Stairways
 - b. Roofs
 - c. Driveways, parking lots and walkways
 - d. Lawn and landscaped areas
 - e. Exterior elevations of the buildings
 - f. Television antennae, common element electrical wiring, water and sewer pipes
 - g. Any other area designated in the Declaration as Common Element
2. There shall be no obstruction of the Common Elements nor shall anything be stored in the Common Elements.
3. Nothing shall be done in any Unit or in, on or to the Common Elements which may impair the structural integrity of the Building or which could structurally change the Building or cause inconvenience to other residents.
4. Nothing shall be added to, altered, constructed on, or removed from the Common Elements without the written consent of the Board.
5. No sign, lockboxes, signal, illumination, advertisement, notice or any other lettering, or equipment shall be exhibited, painted, affixed or exposed on any part of the outside.
6. No industry, trade, business or profession of any kind shall be permitted on any part of the Common Elements or in individual units .
7. Lawns and landscaped areas are for the enjoyment of all residents. They are not to be used for any use which may be destructive or injurious to the common elements or the residents.

GARBAGE AND GARBAGE DISPOSALS:

1. All garbage must be in plastic bags and tied securely when placed outside for removal. Garbage must not be set out prior to 6:00 p.m. the night before pick-up.

2. Garbage, rubbish, debris or other unsightly materials are not to be left on stairways.
3. No lye or chemical drain cleaners should be put into the kitchen sink that would be injurious to the common element pipes.
4. Cat or dog litter must be secured tightly and placed in garbage containers by the owner.
5. No furniture, appliances, carpeting or other property of a personal nature may be left on the common elements for more than twenty-four hours. Tenants and owners are responsible for arrangements by scavenger services to pick up said articles. Violation of this twenty-four hour rule will create an automatic fee for having the property removed which will be billed back to the offending unit owner.

DRAPERIES AND WINDOW COVERINGS:

Temporary window coverings such as sheets, bedspreads, etc., must be removed within a fourteen day period after occupancy of any unit, unless otherwise approved by the board.

CHRISTMAS DECORATIONS:

No decorations which create a safety hazard will be permitted. Repairs necessary due to the hanging of decorations are the responsibility of the unit owner and will be charged to the unit owner.

LITTERING:

A \$25.00 clean-up charge or the actual cost of clean-up will be charged a homeowner who litters, or whose tenant litters the common areas.

RULES AND REGULATIONS REGARDING PARKING,
MAINTENANCE, STORAGE AND MOVEMENT OF VEHICLES
IN OR THROUGH THE COMMON ELEMENTS

TRAFFIC:

A speed limit of 10mph has been established for all driveway areas.

PERMITTED VEHICLES:

The following are defined as permitted vehicles:

1. Passenger type automobiles having no more than four entry doors and specifically excluding limousines or hearses used for personal purposes.
2. Lightweight recreational motor vehicles, excluding campers, that have a "B", "RV", or other passenger license plate, no more than four (4) wheels, a curb weight of less than eight thousand (8,000) pounds, an overall length of less than twenty (20) feet, an overall width of less than seven (7) feet, are capable of being driven into a unit's garage and stored in a unit's garage in a driveable condition with the garage door closed and are of a design, which, in the determination of the Board, does not impede entry and exit from a unit when parked on the unit driveway.
3. Motorbikes and motorcycles that are registered and licensed to be ridden on Illinois roads and highways.

NON-PERMITTED VEHICLES:

All vehicles other than those defined above as permitted vehicles or any vehicles without current state license plates and appropriate municipal vehicle stickers,

ABANDONED VEHICLE:

A vehicle shall be deemed abandoned if:

1. It is in a state of disrepair rendering it incapable of being driven in its present condition; or
2. It has not been used or moved for seven (7) consecutive days or more and is apparently deserted; or

3. It does not have a current, valid license plate, or
4. The acts of the owner and condition of the vehicle clearly indicate it has been abandoned.

GARAGES AND PARKING LOTS:

1. No exterior alterations may be made to garage doors.
2. NO car engines may be left running in garages.
3. No mechanical work shall be permitted on the driveways or parking lots, except for emergencies such as tire and/or battery repairs.
4. No barbecuing is allowed in garages.
5. Garage units shall be used for vehicular parking only and for no other purpose.
6. Maintenance and repairs of garage door hardware and automatic garage door openers are the sole responsibility of the respective owners.
7. Garage doors must not be open for any extended period of time during cold weather.

GENERAL RULES AND REGULATIONS:

1. Only two (2) permitted vehicles per unit are allowed in the parking areas per the covenants, or one (1) regular vehicle per person.
2. No permitted vehicle shall be parked, maintained, or stored so as to obstruct passage on Association driveways. All vehicles shall be parked within the marked boundaries for such vehicles.
3. Vehicles of any type are restricted to the driveways and parking lots. There shall be no parking or routes of passage across any other portions of the Common Elements, including all turf areas, sidewalks and fire lanes. Any vehicle that is parked, maintained or stored on a Common Element area other than a parking lot, and in particular on a fire lane, may be removed by the Association without notice to the vehicle owner and at the vehicle owner's expense.

4. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to and egress from a parking lot, garage or other Common Element.

Any vehicle that is parked, maintained or stored in violation of this section may be removed by the Association without notice to the owner of said vehicle and at the vehicle owner's expense.

5. Any vehicle that is abandoned may be removed by the Association without notice to the owner of said vehicle and at the vehicle owner's expense.

6. The Association or its agent, when apprised of a possible violation of any of the above noted rules, shall investigate and determine whether a violation has occurred. If the Association determines that a violation has occurred, it may take any or all of the following actions in addition to removal of the vehicle for the reasons and under the circumstances noted:

- a) Attach a notification sticker to the vehicle on the side window.
- b) Record the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations.
- c) Identify or attempt to identify the vehicle owner and notify said owner of the violations.
- d) Identify the resident whose vehicle is causing the violation or whose guest or invitee is causing the violation.
- e) Follow the procedures set forth in the enforcement policies set forth in the final section of these comprehensive rules and regulations.

7. Upon receipt of notice of a violation, a unit owner must follow the procedures set forth in the enforcement policy.

RULES RELATED TO LEASES, TENANTS AND
NON-RESIDENT UNIT OWNERS

1. Every lease shall be in writing and shall be subject to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association.
2. Each unit owner shall be responsible for providing his or her tenants with copies of the Rules and Regulations of the Association.
3. In the event of any violation of the Declaration, By-Laws or Rules and Regulations of the Association by a tenant, the Board, in it's discretion, shall determine what action or actions are necessary against the said unit owner or tenant, as the case mat be.
4. All costs and expenses incurred by the Board, in connection with any violations under these rules, shall be assessed to the unit owner responsible therefor as part of his Common Expenses.
5. Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements set froth in item 2 above are effective immediately. Unit owners shall supply the association with a photocopy of the existing lease or a form stating the name and phone number of the tenants with expiration date of lease.

RULES REGARDING ENFORCEMENT POLICIES

1. If a unit owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-laws and/or Rules and Regulations of the association, the following shall occur:
 - a. Upon a first violation, the unit owner shall be notified by the managing agent or the appropriate authorized personnel of the association.
 - b. Upon a second or continuing violation by a unit owner, the unit owner shall be notified of the violation by the managing agent. At such time the unit owner will be requested to attend the next board meeting for a hearing on said violations.
 - c. Upon further or continuing violations by a unit owner, the matter will be forwarded to the association's attorney for appropriate legal action. All attorneys' fees and costs incurred will be charged back to the unit owner's account as part of his common expenses.
2. Any unit owner assessed hereunder as part of his common expenses shall pay such charges within thirty (30) days of notification that such charges are due. Failure to make the payment in this time shall subject the unit owner to all of the legal or equitable remedies necessary for the collection thereof.
3. The board may pursue additional action provided for in the declarations and by-laws to prevent or eliminate further violations.

4. If any unit owner feels that he has been wrongfully or unjustly charged with a violation hereunder, the unit owner may proceed as follows:
 - a. Within ten (10) days after the unit owner is notified pursuant to paragraphs 1(a) or 1(b) of this section, the unit owner may submit, in writing, a protest to the board, stating the reasons the unit owner feels he has not committed a violation.
 - b. Unit owner may request a hearing before the board on alleged violation.
 - c. AT the hearing, the board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the board shall state it's determination regarding the alleged violation.
 - d. Payment of charges made under this policy shall not become due and owing until the Board has completed it's determination.



Elk Grove Estates Townhome Condominium Parcel C Association

I wish to make the following structural changes to my unit
and am awaiting the Board's written approval.

Description Of Work _____

Name _____

Address _____

Unit _____

**WRITTEN APPROVAL MUST FIRST BE RECEIVED BEFORE BEGINNING WORK.
FAILURE TO COMPLY WITH THE ABOVE WILL RESULT IN HALTING OF THE
WORK, UNTIL APPROVAL HAS BEEN RECEIVED.**



Elk Grove Estates Townhome Condominium Parcel C Association

Dear

Please accept this letter as written notification
that your request for _____

to your unit located at _____
has been approved by the Elk Grove Estates Townhome
Condominium - Parcel C Board.

Receipt of this notice authorizes the above request to
begin.

Sincerely,

Elk Grove Estates Townhome Condominium -
Parcel C Board

James Haba
Carol Conroy
Gary Pelz
Carol Semple
Bruce Dziubla
Candace Sanchez
Linda Calato

Dear Residents, Non-Residents and Renters:

This information sheet is vital to our office procedure. Please understand all the information is kept strictly confidential. In cases of water leaks, fire, etc., this form is our only means to contact you. Please take a few moments of your time to complete this form and return it to our office as soon as possible. Thank you.

Name _____ Address _____ Unit # _____

Home Phone _____ Business Phone _____ Spouse Business Phone _____

Do You Own _____ or Rent _____ If renting, lease expiration date _____

IF RENTER: Landlord's name _____ Address _____

Landlord home phone _____ Business phone (if known) _____

IF NON-RESIDENT OWNER: Tenants Name _____ Lease Expiration date _____

Tenant's address _____ Unit # _____ Tenants home phone _____

Tenants business phone(s) _____

THE FOLLOWING INFORMATION IS IF YOU LIVE ON THE PROPERTY

Pet Yes ___ No ___ Number of adults in your household ___ children (under 18) _____

Car Make _____ Year _____ License plate # _____

_____ Year _____ License Plate # _____

THE FOLLOWING INFORMATION IS VERY IMPORTANT FOR RESIDENTS, NON-RESIDENTS AND RENTERS:

In case of emergency contact: (other than yourself or your spouse)

Name _____ Address _____ City _____

Relationship _____ Home Phone _____ Business phone _____

PLEASE LIST ANY COMMENTS OR SUGGESTIONS YOU MAY HAVE REGARDING YOUR ASSOCIATION:

Please return this form as soon as possible to:

McGill Management Inc.
1700 N. Rand Road, Suite 101
Palatine, Illinois 60074
312-359-3113