

## RULES AND REGULATIONS

Pursuant to Article XIV, Section 2(s) of the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants of Woodcreek of Clarendon Hills, A Condominium, the Board of Directors do hereby adopt and enact the following Rules and Regulations for the maintenance, administration, management, operation, use, conservation and beautification of the Property known as Woodcreek of Clarendon Hills, A Condominium:

### I. Definitions

- A. For the purpose of these Rules and Regulations, the term Declaration as used herein shall mean the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Woodcreek of Clarendon Hills, A Condominium, as originally constituted and as from time to time amended.
- B. The definitions as found in Article I of the Declaration shall be applicable and controlling of these Rules and Regulations.

### II. Property Appraisal. Pursuant to Article VI, Section 2 of the Declaration.

- A. The Board of Directors shall commission a reputable appraisal company to conduct an appraisal of the Property for the purpose of determining the full insurable, replacement value of the Property;

- B. Said appraisal shall be completed not less than 30 days prior to the anniversary date of the Fire and Hazard Insurance Policy, purchased and maintained by the Board of Directors, as required in Article VI, Section I of the Declaration;
- C. The expense of said appraisal shall be a common expense of the Association.

III. Sale, Lease or Other Alienation of Units and/or Unit Ownership. Pursuant to Article IX, Section 1 et seq of the Declaration:

- A. Written notice required to be served upon the Board of Directors as provided in Sections 1, 2, 3 and 4 of Article IX, shall be mailed, through the use of the United States Mail, or shall be personally served upon any member of the Board of Directors;
- B. Upon receipt of said written notification, the receiving Board Member shall deliver said notification to the President of the Board of Directors, at the earliest possible time, but no more than 2 days after receipt;
- C. Upon receipt of said notification by the President of the Board of Directors, the President shall call a special meeting of the Board of Directors for the purpose of discussing the options set forth and contained in the applicable section of Article IX;

- D. Should the President of the Board of Directors be unavailable to receive said notification and call a special meeting to discuss the options, said notification shall be served upon the Secretary of the Board of Directors who shall call the special meeting of the Board of Directors;
- E. If neither the President nor the Secretary of the Board of Directors is available to receive notification and call a special meeting, the member of the Board originally receiving the notification shall act to call the special meeting of the Board to discuss the options;
- F. Should the Board of Directors, at a special meeting called for said purpose, decide that it is in the best interest of the Association to exercise an option pursuant to the appropriate section of Article IX, the President of the Board of Directors shall call a general meeting of the Association for the purpose of seeking the consent of the voting membership of the Association pursuant to Section 5 of Article IX;
1. The Secretary shall be directed to prepare written notification to be served upon all voting members of the Association in accordance with Article XV, Section 2(c), together with a written statement of the proposed sale, lease, or other alienation and a summation of the Boards decision to exercise the

- applicable option;
2. The copy of the contract, the name, address and financial and character references of the proposed purchaser, lessee, donee or devisee, as required in Section 1, 2, 3, and 4 of Article IX, shall be made available for inspection upon the request of any voting member of the Association prior to the general meeting of the Association and shall be available for inspection by any voting member of the Association at the general meeting of the Association.
- G. The general meeting of the Association shall be held no later than 14 days after the decision of the Board of Directors to exercise the applicable option;
- H. Should attendance of voting members at the general meeting of the Association be less than the three-fourth (3/4) representation required under Article IX, Section 5;
1. The Board of Directors may elect to schedule another general meeting prior to the expiration of the option period, for the purpose of securing the required three-fourth (3/4) support of the voting membership of the Association, or,
  2. The Board of Directors may elect to seek the consent of three-fourth (3/4) of the voting membership of the Association through written ballot:
    - a. said ballots to be delivered to each voting member of the Association, returnable to the Board of

Directors no later than 5 days prior to the end of the option period.

- b. Failure to return a ballot by a voting member shall constitute a vote against the proposal to exercise the option.
- I. The requirements of three-fourth (3/4) consent of the voting members as set forth in Article IX, Section 5, may be fulfilled by the use of proxy delivered by any voting member to another voting member and evidenced by written documentation bearing the signature of the voting member delivering said proxy.
  - J. Should the Board of Directors decide that it is not in the best interest of the Association to exercise the applicable option at the special meeting held pursuant hereto:
    1. Notification of said decision shall be delivered to all voting members within seven (7) days of such decision.
    2. Said notification shall include a written statement of the proposed sale, lease, or other alienation and a statement of the Boards decision not to exercise the applicable options.
    3. The copy of the contract, the name, address, and financial and character references of the proposed purchaser, lessee, donee, or divisee, as required in Section 1, 2, 3 and 4 of Article IX, shall be made

available for inspection upon the request of any voting member of the Association.

4. Pursuant to Article XV, Section 2(c) of the Declaration, if one-fifth (1/5) of the voting members disagree and wish to challenge the decision of the Board not to exercise said option, they may call a special meeting of the Association for the purpose of dealing with said issue.
  - a. Written petition of the one-fifth (1/5) voting members calling said special meeting, setting forth the reasons for the dissent and bearing the names and unit numbers of said voting members, shall be served upon the Secretary of the Board of Directors.
  - b. Upon receipt of said petition by the Secretary of the Board of Directors the Secretary shall prepare the notification of general meeting as required in Article XV, Section 2(c).
  - c. It shall be the responsibility of the dissenting voting members to:
    - (1) arrange for and secure the location for said special meeting,
    - (2) guarantee that the Secretary of the Board of Directors receives the petition for special meeting with sufficient time to satisfy the

notification time requirements of Article XV, Section 2(c) as well as the applicable options as set forth in Article IX, Sections 1, 2, 3, and 4.

d. The expense of the dissenters special meeting as well as that of the notification of said meeting shall be a common expense of the Association.

IV. Budget Process. Pursuant to Article XVI, Section 1 of the Declaration.

- A. The Board of Directors shall prepare and adopt the operating budget of the Association for each fiscal year by November 1 of the preceeding fiscal year.
- B. The Fiscal year for the Association shall begin January 1, and shall terminate December 31.
- C. The Board of Directors shall prepare and adopt a proposed budget for the Association by September 15 and shall deliver a copy of said proposed budget to each unit owner no less than 30 days prior to final adoption of the budget.
- D. The Board of Directors shall schedule a special meeting no less than 14 days prior to November 1 for the purpose of holding an open Association hearing on the proposed budget.
  1. Notification of said meeting shall be delivered to each unit owner at least 5 days prior to the meeting.
  2. The Treasurer of the Board of Directors shall preside at the special meeting.

- E. For the purpose of preparing the proposed budget for the Association, the Board of Directors may create a Budget Committee, which:
1. Shall be composed of at least two (2) unit owners other than those who are members of the present Board of Directors,
  2. Said members shall serve on a voluntary basis beginning August 1 and ending November 1,
  3. The Treasurer of the Board of Directors shall serve as the Chairperson of the Budget Committee and shall have the authority:
    - a. to decide on the size of the committee;
    - b. to select committee members from among those unit owners volunteering to serve;
    - c. to apportion responsibilities and assignments among the committee members.
  4. The Budget Committee shall report their proposed budget in writing to the Board of Directors by September 1.
- F. The proposed and final budget documents must meet the guidelines and requirements found in Article XVI, Section 1 of the Declaration.
- G. Notification of the date set for final adoption of the budget by the Board of Directors shall be served upon the unit owners no less than ten (10) and no more than thirty (30) days prior to said meeting.



V. Assessments. Pursuant to Article XVI, Sections 1, 2 and 8 of the Declaration.

- A. The general yearly assessment for each unit shall be stated and shall be part of the annual budget as adopted by the Board of Directors.
- B. The general yearly assessment for each unit shall be payable in twelve equal monthly installments which shall become due and payable on the first day of each month of the fiscal year.
- C. Payment of the monthly assessment is to be made in the name of Woodcreek of Clarendon Hills and is to be delivered to the Treasurer of the Board of Directors by the tenth day of each month.
- D. Failure of payment by the tenth day of each month shall subject the unit owner to those penalties set forth in Article XVI, Section 8 which shall be exercisable at the discretion of the Board of Directors.
- E. Such special assessment as may from time to time be levied shall be in compliance with Article XVI, Section 2 and shall be payable in such amounts, at such time, and over such period as the voting members of the Association or the Board of Directors (as the case may be) shall decide.

VI. Usage of Units and Common Elements.

- A. The covenants and restrictions as to use and occupancy of

the individual units and common elements found in Article XVII, Sections 1 through 17 of the Declaration, are specifically adopted and made part of these rules and regulations subject to the following additions thereto and clarifications thereof.

- B. Pursuant to Article XVII, Section 2;
1. Unit owners are prohibited from storing items of personal or other property indefinitely upon or in the common elements;
  2. Items of personal or other property may be brought upon the common elements at any time by any unit owner, member of said unit owners family, or any guest or invitee of a unit owner or family member for the purpose of the immediate and contemporaneous use of said property by the said unit owner, family member, guest, or invitee;
  3. Upon completion of the use of the items of personal or other property by the unit owner, family member, guest, or invitee, the unit owner shall be responsible for the immediate removal of the items of personal or other property from the common element;
  4. All items of personal or other property, when not in immediate and contemporaneous use by the unit owner,

- family member, guest or invitee are to be stored within the confines of the unit or upon the limited common element specifically designated for and appurtenant to the unit owned by the unit owner.
5. The Board of Directors retains the power to enforce these rules by means of the removal of any such items of personal or other property from the common elements after three (3) days written notice from the Board of Directors to the unit owner requesting compliance of the rules.
  6. Any cost incurred in removing items of personal or other property from the common elements after said three (3) days written notice shall be specially assessed against said unit owner.
  7. Any unit owner may make request of the Board of Directors for special permission to store items of personal or other property upon the common elements by serving upon any member of the Board a written request and reasons therefore; the Board of Directors shall serve upon the unit owner the decision on the request within five working days.
  8. Unit owners shall be allowed to store firewood on the common elements provided that:
    - a. the firewood is stacked immediately adjacent to,

- but not touching, the exterior wall of the unit owning the firewood, and
- b. the firewood is stacked in an area which is part of a flower bed and not on any grass.
- C. Pursuant to Article XVII, Section 5:
1. Nothing shall be affixed to the exterior of any building by any unit owner, except as follows:
    - a. decorative wreaths, etc. may be attached to the exterior of any door appurtenant to a unit provided that the means of attachments shall be in no way permanent nor in any way permanently effect the door itself.
    - b. one bracket per unit, attached to the exterior of the unit for the purpose of displaying a flag shall be permitted provided that said bracket shall only be affixed to a wooden surface and where possible shall be affixed to one of the decorative pillars adjacent to the front door of the unit.
    - c. unit owners may display exterior decorations relative to holidays subject to the following provisions:
      - (1) Christmas decorations may be displayed on the exterior of a unit by any unit owner provided that the means of attachment shall be in no way permanent nor in any way permanently effect the exterior of the building itself.

- (2) Christmas decorations may be displayed on shrubberies or trees immediately adjacent to a unit by the unit owner provided that any electrical wires, if they lead across common elements, shall not create a hazard for other persons.
  - (3) All electrical wiring used for exterior light displays must be certified for exterior use and may not be affixed in any way which may create a fire hazard or jeopardize the exterior use certification.
  - (4) No Christmas decorations may be displayed earlier than the First of December and must be removed from the common elements, including the exterior of the building, no later than the 15th of January.
  - (5) Any other decorations relative to any other holiday may be displayed no earlier than one week prior to the holiday nor later than the first weekend following the holiday, or as the Board may otherwise provide upon written request by any unit owner;
- d. hanging planters used for decorative purposes on patio's and balconies shall be permitted provided that the brackets or hooks used for hanging said planters

- shall be attached only to an exterior wooden surface and where ever practicable shall only be attached to the underside of an overhanging structure.
- e. no fences or other structures of any kind shall be erected around or between any patio or patios.
  - f. the Board of Directors retains the power to enforce these rules by means of the removal of any exterior decorations or other exterior attachments from the common elements after three (3) days written notice from the Board of Directors to the unit owner requesting compliance with these rules.
  - g. any cost incurred by the Board of Directors in removing any exterior decorations or other attachments from the common elements for the purpose of enforcing these rules and or for the repair of any damage caused to the common elements as a result of failing to comply with these rules shall be specially assessed against the unit owner.
  - h. any unit owner may make request of the Board of Directors for special permission to affix any exterior attachments to the building by serving upon any member of the Board a written petition setting forth the request and reasons therefore.

- i. the Board shall supply the unit owner with response to the petition within 30 days.
- D. Pursuant to Article XVII, Section 8:
1. The care and maintenance of all household pets shall be the sole responsibility of the unit owner;
  2. Any unit owner having a household pet is required immediately to clean up the fecal waste of said household pet and shall dispose of said waste in an appropriate and sanitary manner;
  3. Any unit owner having a household pet shall be liable for any damage caused to the common elements by said household pet and any cost incurred for the repair of such damage shall be specially assessed against said unit owner.
- E. Pursuant to Article XVII, Section 12:
1. No "for sale" or "for rent" signs, advertising or other displays relative to any unit shall be allowed to be displayed on the common elements, including the exterior of the building, except as hereinafter provided.
  2. Any "for sale" or "for rent" signs, advertising or other displays relative to a specific unit may only be displayed as follows:
    - a. by placing said sign in a window of the unit and only then on the inside of the window, or

- b. by affixing said sign to the exterior of the front door appurtenant to the unit by magnetic or other means which shall in no way permanently deface or effect said door.
  3. The Board of Directors shall have the power to enforce these rules by removal of any sign not displayed in compliance with these rules.
  4. Any cost incurred by the Board of Directors in removing any sign for the purpose of enforcing these rules and/or for the repair of any damage caused to the common elements as a result of failing to comply with these rules shall be specially assessed against the unit owner.
- F. Pursuant to Article XVII, Section 13:
1. A unit owner shall be permitted to personally use and maintain the flower beds immediately adjacent to his or her specific unit for the purpose of growing and cultivating flowers and other plants, provided that said flowers or other plants shall in no way damage or impair the common elements.
  2. Neither the Board of Directors, the Association nor the landscape maintenance company contracted by the Board of Directors on behalf of the Association shall be responsible for any damage or destruction of flowers or other plants personally maintained by a unit owner and caused by the landscape maintenance company provided that



- the unit owner clearly displays in the window of the front door appurtenant to his or her unit a small sticker, to be provided upon request to the Board of Directors, which shall be for the purpose of signifying to the landscape maintenance company that the flower beds immediately adjacent to the specific unit are being personally maintained by the unit owner;
3. Any unit owner wishing to personally maintain the flower beds immediately adjacent to his or her unit, and so signifying by displaying the designated sticker, shall be responsible for maintaining said flower bed in a neat, clean, and sightly manner.
  4. The Board of Directors retains the power to direct the landscape maintenance company to assume the maintenance of any flower bed previously designated for personal use and maintenance by a unit owner if, after one weeks written notice from the Board of Directors, requesting said unit owner to bring the flower bed into a neat, clean and sightly manner, the unit owner has failed to perform such compliance.
  5. Any cost incurred by the Board of Directors in causing the landscape maintenance company to assume the maintenance of any flower bed previously designated for personal use and maintenance by a unit owner shall be specially

assessed against the unit owner.

6. Any cost incurred by the Board of Directors in repairing any damage to the common elements caused by the private maintenance of the flower beds by a unit owner shall be specially assessed against the unit owner.

G. Pursuant to Article XVII, Sections 15 and 16.

1. Any unit owner having more than one automobile shall park his vehicles only in the garage and in the space immediately outside and in front of the garage.

2. No other parking area shall be used by a unit owner for the purpose of the permanent, usual, or general parking of any vehicle possessed by the unit owner, provided, however that:

a. unit owners may use any other parking area for the temporary parking of any vehicle in his possession and

b. if any unit owner possesses more than two vehicles, one of those vehicles may be parked on a usual and general basis in a parking space other than the garage and the space immediately outside and in front of the garage, upon the approval of the Board of Directors after written petition of the unit owner requesting said approval.

3. No parking shall be allowed at any time or at any

location on either side of Willow Creek Court by either unit owners or their guests.

4. All parking spaces other than those inside the garage and immediately outside and in front of the garage shall be reserved for the purpose of guest parking.
5. The Board of Directors retains the power to enforce these rules through the use of any and all legal means available.

VII. Garbage

- A. Garbage or other refuse shall not be placed outside for pickup by the contracted scavenger earlier than 4:30 P.M. of the afternoon immediately prior to the day designated for pickup.

VIII. Tenants, Guests and Invitees.

- A. Unit owners shall be responsible for the conduct of their tenants, guests and invitees; for the breach by their tenants, guests and invitees of any of the provisions of the Declaration, By-Laws or these Rules and Regulations; and for assuring that their tenants, guests and invitees abide the provisions of the Declaration, By-Laws and the Rules and Regulations.

IX. Firealarms.

- A. The Board of Directors shall be responsible for maintaining

the central firealarm systems in each of the buildings; and shall perform a maintenance check of said alarm at least twice every year; any cost incurred in performing such maintenance check shall be a common expense of the Association.

- X. Failure to Enforce. Pursuant to Article XIX, Section 5, and Article XXI, Section 1, of the Declaration.
- A. No terms, obligations, covenants, conditions, provisions, or restrictions contained in the Declaration, By-Laws or Rules or Regulations shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of how many violations or breaches may occur.
- XI. Board of Directors Determination and Interpretation Binding. Pursuant to Article VII, Section 4, of the Declaration.
- A. In the event of any dispute or disagreement between any Unit Owners relating the Property or any questions of interpretation or application of the provisions of the Declaration, By-Laws, or any Rules or Regulations adopted from time to time by the Board of Directors, the determination and interpretation thereof by the Board of Directors shall be final and binding on each and all such Unit Owners.
- B. In the event of any such dispute the Unit Owner or Owners involved shall at all times have the absolute right to appear before the Board of Directors, at either a regular meeting

of the Board of Directors, or at a special meeting called by the President, for the purpose of discussion of the determination of any dispute or the interpretation of the Declaration, By-Laws, or Rules or Regulations.

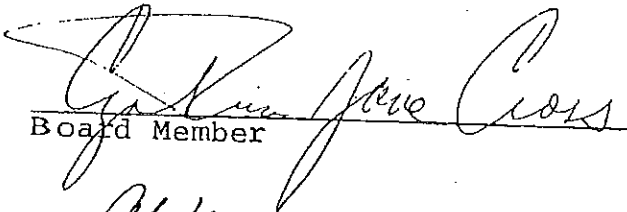
XII. Date of Adoption of Proposed Rules and Regulations.

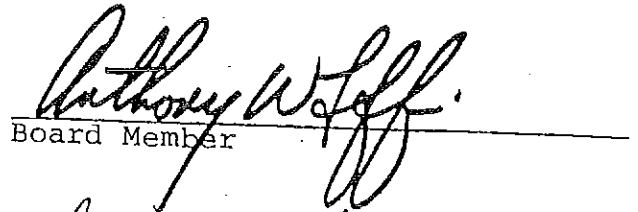
A. These Rules and Regulations are hereby adopted by the Board of Directors of Woodcreek of Clarendon Hills this: 18<sup>th</sup> day of May, 1983.

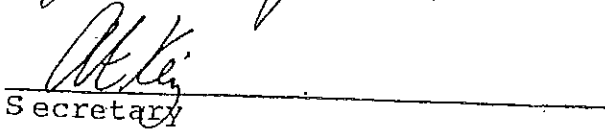
XIII. Effective Date.

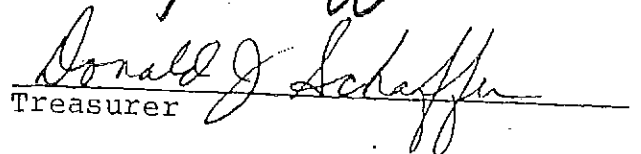
A. These Rules and Regulations shall become effective upon the Certification of the Board of Directors that all the provisions of the Rule for the Adoption of Rules and Regulations as adopted by the Board of Directors on the Fourth day of May, 1983, has been satisfied.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Treasurer

RULE FOR THE ADOPTION OF RULES AND REGULATIONS

Pursuant to Article XIV, Section 2(s) of the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Woodcreek of Clarendon Hills, A Condominium, the Board of Directors of the Woodcreek Condominium Association shall from time to time adopt and enact rules and regulations pursuant to the following procedure:

- I. That any Board Member shall have the right to propose a rule or regulation for consideration by the Board of Directors;
- II. That said proposal shall be made in writing, a copy of which shall be served upon each Board Member for prior review;
- III. That said proposal shall be voted upon by the Board of Directors at a Regularly scheduled meeting of the Board, or at a special meeting duly called by the President for the purpose of dealing with said proposal, but in no case shall said proposal be voted upon sooner than 7 days after said proposal has been served upon each Board Member;
- IV. That said proposal shall require the affirmative vote of a majority of all Board Members prior to the adoption and

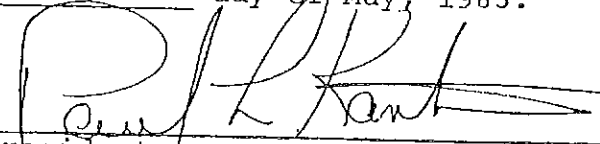
- enactment of said proposal as a rule or regulation;
- V. That once adopted and enacted by a majority of the Board, said proposal shall not become effective for 30 days;
- VI. That within 10 days after the adoption of said proposal by a majority of the Board Members, a copy of said proposal shall be delivered to an owner of each unit in the Association;
- VII. That objections to the proposal may be served upon any Board Member by any member of the Association to be considered by the Board at either the next regularly scheduled meeting, or at a special meeting called by the President for that purpose, prior to the expiration of the 30 day period, but not sooner than 7 days prior to the expiration of the 30 day period;
- VIII. That should there be neither any objection nor any amendment proposed by a Board Member based upon objection, the proposal shall become effective and shall be made a part of the rules and regulations on the thirtieth day following adoption by the Board;
- IX. That should there be any amendment proposed by any Board

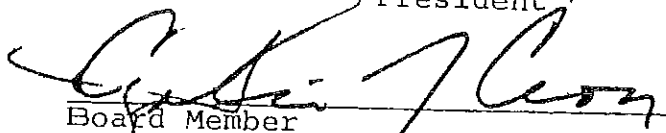
Member based upon objections duly filed, the above provisions shall begin anew;

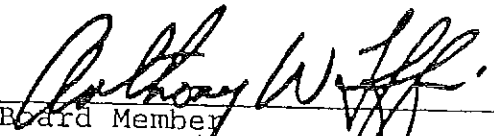
X. That any specific rule or regulation may be amended at any time upon the proposal of any Board Member and that any such amendment proposal shall be governed by the above stated provisions;

XI. That any and all rules and regulations duly adopted by the Board of Directors according to the above stated provisions, and once effective, shall be and remain binding upon all Members of the Association to the extent that they are consistent with the Laws of the State of Illinois, and the Declaration and By-Laws of Woodcreek of Clarendon Hills, A Condominium.

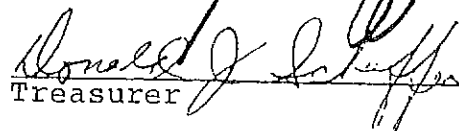
Adopted this fourth day of May, 1983.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Treasurer



**WOODCREEK** of Clarendon Hills

P.O. BOX 171  
CLARENDON HILLS, IL 60514

**NOTICE**

**NOTICE**

**NOTICE**

At the September 3, 1997 Board of Directors meeting the Board adopted the following resolution:

RESOLVED that effective October 1, 1997, if any unit owner fails to pay their assessment as that term is defined in Article 16 of the Declaration within the ten (10) days of the due date of said assessment as evidenced by postmark thereon, then there shall be due and owing to the Association a late charge of twenty five (25) dollars for each month an assessment is overdue. For each subsequent month that an assessment is not paid, as well as the late charge, there shall be an additional late charge of twenty five (25) dollars each month until entire amount due is paid. The late charge shall be collectible in the same fashion as assessments. The late charge, like the assessment, shall become a lien against the Unit to the extent permitted by Law. The Association shall have all the rights of enforcement or collection of these late charges as set forth in Article XVI, paragraph 8 of the Declaration of Condominium Ownership and By-Laws, Easements, Restriction and Covenants for Woodcreek of Clarendon Hills, a condominium association.

# WOODCREEK of Clarendon Hills

A CONDOMINIUM ASSOCIATION

March 29<sup>th</sup>

\* \* N O T I C E \* \*

The following date changes to the 1984 Board of Directors scheduled meetings:

April 4	533 WCC	Canceled
April 11	533 WCC	New Date
April 18	554 WCC	Canceled
May 2	555 WCC	As Scheduled

\* \* N O T I C E \* \*

\* \* N O T I C E \* \*

I At the March 21, 1984, Board of Directors meeting the Board adopted the following resolution:

RESOLVED that effective April 1, 1984, if any unit owner fails to pay their assessment as that term is defined in Article 16 of the Declaration within ten (10) days of the due date of said assessment as evidenced by postmark thereon, then there shall be due and owing to the Association a late charge of five (5) dollars for the first month an assessment is overdue. For each subsequent month that an assessment is not paid, there shall be an additional late charge of twice the amount chargeable the previous month, but not to exceed twenty (20) dollars per month. The late charge shall be collectible in the same fashion as assessments. The late charge, like the assessment, shall become a lien against the Unit to the extent permitted by law. The Association shall have all the rights of enforcement or collection of these late charges as set forth in Article XVI, paragraph 8 of the Declaration of Condominium Ownership and By-Laws, Easements, Restriction and Covenants for Woodcreek of Clarendon Hills, a condominium association.

\* \* N O T I C E

\* \* N O T I C E \* \*

# WOODCREEK of Clarendon Hills

A CONDOMINIUM ASSOCIATION

SEPTEMBER 14, 1984

\* \* N O T I C E \* \*

\* \* N O T I C E \* \*

At the September 5, 1984, Board of Managers meeting the Board adopted the following resolutions:

## AMENDMENT II

RESOLVED that effective October 5, 1984, the Board of Managers of the Association shall have the power to levy fines on unit owners for any violation of the Declaration, By-Laws or Rules and Regulations of the Association. Said power shall be exercised in the following fashion:

Every time an allegation of a violation by a unit owner comes to the attention of the Board, a written notice of such violation shall be prepared and delivered to the unit owner by a member of the Board. Delivery shall be effectuated by personal service or by placing a copy of such notice in the regular United States mail, postage prepaid, addressed to the unit owner or owners at their last known address. The notice shall contain a date certain for the hearing before the Board on the alleged violation. The hearing shall be no earlier than 10 days after personal service of the notice or 14 days after the date of mailing of said notice.

The hearing shall be informal and shall be held before the Board. The unit owner accused of said violation shall have the right to present any evidence that said unit owner shall desire to the Board. Evidence of the violation shall be presented first by any unit owner or person who brought the alleged violation to the attention of the Board. A Board member may present evidence of said alleged violation to the Board. However, in such

# **WOODCREEK** of Clarendon Hills

## A CONDOMINIUM ASSOCIATION

case, the Board member presenting such evidence shall not vote on any issue involving the violation.

After hearing evidence on the violation, the Board shall decide by majority vote whether the violation is proven or not proven. If the violation is proven, the Board shall fine the unit owner who has committed the violation in an amount not to exceed \$50 for each violation found to be proven. Each day a violation continues to occur shall be a separate violation for purpose of punishment.

The failure of the unit owner to appear for the hearing shall not be cause to delay or postpone the hearing so long as the unit owner has received notice as set forth above. To the extent permitted by law, fines imposed shall become liens on the property and may be collected in the same fashion as assessments as set forth in the Declaration of Condominium.

### AMENDMENT III

RESOLVED that effective October 5, 1984, the Board of Managers of the Association will not consider requests by unit owners for reimbursement of incurred expenses unless:

- (a) the request is made and approved by the Board prior to expenditure by the unit owner; or
- (b) the incurred expense is covered by the insurance policy of the Association; or
- (c) the incurred expense was of such an immediate and emergency nature that prior approval and authorization could not be obtained.

\* \* N O T I C E \* \*

\* \* N O T I C E \* \*

**WOODCREEK** of Clarendon Hills  
A CONDOMINIUM ASSOCIATION

\* \* N O T I C E \* \*

May 24, 1985

\* \* N O T I C E \* \*

Pursuant to Article XIV, Section 2(s) of the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants for Woodcreek of Clarendon Hills, A Condominium the Board of Directors of the Woodcreek Condominium Association shall from time to time adopt and enact rules and regulations. At the regularly scheduled meeting of the Board of Directors on May 15, 1985, the Board adopted the following resolution:

VI. D. 4. No household pet shall be allowed to run free and remain unattended on the common elements.

Pursuant to Articles VII. and VIII. of the "Rule for the Adoption of Rules and Regulations" objections to the proposal may be served upon any Board Member by any member of the Association to be considered by the Board. That should there be neither any objection nor any amendment proposed by a Board Member based upon objection, the proposal shall become effective and shall be made a part of the rules and regulations on the thirtieth day following adoption by the Board.

*Tony*  
\_\_\_\_\_  
Board of Directors  
A.W. Leffin  
Secretary

The inquiry/request forms were designed to provide more efficient service to all residents. If you have any questions, requests, or problems that you want to bring to the attention of the Board please use them.

Please do not feed birds or other animals by depositing bread or other food scraps on the common elements (i.e., lawns and sidewalks).

When moving, it is your responsibility to notify the Village in order to have a final water meter reading.

AMMENDMENTS

Pursuant to Article XIV, Section 2(s) of the Declaration, the Board, at the June 26, 1985 meeting, adopted the following resolutions:

1) Relevant to the Rule for the Adoption of Rules and Regulations,

a) delete paragraph II

b) in paragraph III, delete all after "dealing with said proposal".

2) Amend VI.E of the Rules and Regulations by deleting "advertising or other displays" as permissible signs and add subparagraph C and D to VI.E.2 as follows:

C. Any unit owner who is selling or renting a unit "by owner" shall either display a sign provided by the Board of Directors for that purpose, or a sign approved by the Board prior to the display.

D. All "For Sale" or "For Rent" signs shall be immediately removed on signing of a sales contract or rental agreement.

Pursuant to Articles VII and VIII of the Rule for the Adoption of Rules and Regulations, objections to the proposal(s) may be served upon any member of the Board by any member of the Association.

UNITS FOR SALE

548 WCC	9-1	M. Thomas
546 WCC	9-2	H. Pappas

NEW OWNERS - A warm welcome!

535 WCC	16-1	L. Bojak
517 WCC	7-3	J. Honan
559 WCC	1-1	A. Crist
551 WCC	18-1	B. Jauadi