

**Rules and Regulations**  
**Approved April 18, 2010**  
**Adopted May 1, 2010**  
by the Board of Directors

# **Acadia on the Green II**

## **Condominium Association**

**930 Curtiss Street**  
**Downers Grove, Illinois 60515**

**“Courteous Living Without Over Regulation”**

**In living together, each of us not only has certain rights, but also certain obligations and responsibilities to other Unit Owners and residents. The guidelines are for the mutual benefit, and the protection and enhancement of our community and our investment. The Rules and Regulations contained herein govern the use, occupancy, administration and maintenance of our Association.**

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### **Exhibits**

- A - Violation Complaint - Witness Statement
- B - Notice of Violation
- C - Request for Hearing
- D - Notification of Determination Regarding Violation
- E - Notice of Intention to Sell/Lease
- F - Rider to Lease
- G - Application Alterations & Additions
- H - Penalty Fines for Violations
- I - Unit Owner Contact Information

## Definitions

**Act** - The Condominium Property Act of the State of Illinois (765 ILCS 605/1 et seq.), as amended from time to time

**Association** - The Acadia on the Green II Condominium Association of all the Unit Owners acting pursuant to the Declaration and By-Law, through its duly elected Board of Directors

**Board** - The board of managers of the Association as constituted at any time and from time to time as designated in the By-Laws. In the event the Association is incorporated, the "Board" shall mean the Board of Directors of the Incorporated Association

**Building** - All structure located on the Property known as 930 Curtiss Street, Downers Grove, Illinois 60515, forming a part of the Parcel and containing the Units, as shown by the Plat

**By-Laws** - The By-Laws of Acadia on the Green II condominium Association

**Common Elements** - All portions of the Property except the Units, including the Parcel, driveways, drainage and storm water management, foyer and vestibule, stairwell and stairways, walls connecting two or more Units, exterior walls, roof, storage areas, mechanical rooms and equipment therein, trash rooms (on each floor as well as in the garage), all garage elements (other than designated parking spaces and storage cages), walkways lawn and landscaping in front, to the side and back of building

**Condominium Instruments** - The proposed and actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board

**Developer** - Acadia OTG, LLC, an Illinois limited liability company, its successors and assigns, or such other persons or entities as it may from time to time designate

**Director** - A member of the Board

**First Mortgagee** - An owner of a bona fide first mortgage or the first trust deed covering any portion of the Property

**Improvement** - A change, addition or removal of a Common Element by a Unit Owner that alters the area from what it was when built by the Developer

**Limited Common Element** - That part of the Common Elements next to and serving a single Unit exclusively. This includes portions of the perimeter walls, flooring and ceiling, windows, doors, and all fixtures and structures that lie outside the Unit boundaries. It includes pipes, ducts, flues, shafts, electrical wiring or conduits, or

other system or component part that serve a Unit exclusively to the extent such system or component part is located outside the boundaries of a Unit. It includes but is not limited to foyer, vestibule, elevator, stairwells, stairways, hallways, mechanical and utility closets, trash disposal rooms, lawn and landscaping that have been designated on the Plat as a Limited Common Element. This also includes but is not limited to Common Elements in the parking garage. In the event that the Developer does not allocate all storage cages and parking limited common elements by the time it has conveyed all the Units, the board may deal with such unallocated Limited Common Elements as it deems appropriate

**Maintenance Fund** - All money collected or received by the Association pursuant to the provisions of the Condominium Instruments

**Majority or Majority of Unit Owners** - The owners of more than 50 percent in the aggregate in interest of the undivided ownership of the common Elements

**Occupant** - a person who stays overnight in a Unit, but in the event a different definition applies under the Fair Housing Law whether by statute, regulation or "occupy" shall refer to the act of being an occupant

**Parcel** - The lot or lots or tract or tracts of land that comprise Acadia on the Green II development

**Person** - A natural individual, corporation, partnership, Declarant, or other legal entity capable of holding title to real property

**Plat** - A plat or plats of survey of the Parcel and of all Units in the Property submitted to the provisions of the Act, which shall consist of the three-dimensional, horizontal, and vertical delineations of all such Units and such other data as may be required by the Act

**Property** - All land, property, and space comprising the Parcel, all improvements and structures erected, constructed, or contained therein or thereon including the Building and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, and enjoyment of the Unit Owners, submitted to the provisions of the Act

**Property Management Company** - The entity contracted by the Board of Directors to manage and maintain Acadia on the Green II

**Record, Recordation, Recording, Recorded** - To record or have recorded in the Recorder's Office of DuPage County, Illinois

**Reserves** - Those sums of money paid by Unit Owners that are separately maintained by the Board for the purposed specified by the Board or the Condominium Instruments.

**Reside** - The use of a Unit as a dwelling without any foreseeable intent to establish a different dwelling

**Unit** - Any part of the property designed and intended for any type of independent use and designated on the Plat as a Unit, including, without limitation, the drywall and surface components of any wall dividing Units or exterior building walls but excluding any studs or structural elements to which such surface components are attached

**Unit Owner** - The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit Ownership. Unit Owner can also include any beneficiary of a trust, shareholder of a corporation or partner or a partnership holding legal title to a Unit Ownership

**Unit Ownership** - A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

**Voting Member** - The person entitled to exercise all voting power in respect to each Unit Ownership.

## UNIT OWNER AND ASSOCIATION RESPONSIBILITY CHECKLIST

ELEMENT	ASSOCIATION RESPONSIBILITY	UNIT OWNER RESPONSIBILITY
Air Conditioning/Heating Unit		X
Balconies (wood treatment)		X
Balconies (common elements)	X	
Driveway - repair and maintenance	X	
Dryer/Vents		X
Exterior Building Surface	X	
Exterior - doors, jambs	X	
Front Walk (snow removal/maintenance)	X	
Garage Door - Panels and all mechanical devices	X	
Garage - cleaning (annually)	X	
Insurance - Individual Units (interior)		X
Insurance - Common Elements	X	
Landscaping and Snow Removal	X	
Light Fixtures - Exterior	X	
Light Bulbs - Inside Unit		X
Light Bulbs - Hallways/Exterior	X	
Painting Exterior Surfaces/Doors	X	
Party Wall - Damage		X
Roof	X	
Sewer Service	X	

**Section 1**      **Air Conditioners**

No through the wall or through the window air conditioners are permitted

**Section 2**      **Architectural Control**

Under the Declaration and By-Laws of the Acadia On The Green Building II, The Board or its duly authorized Committee is responsible for maintaining uniform and standardized specifications for all improvements or structural repairs on common facing elements (i.e. doors, balconies, lighting fixtures, etc.) Similarly certain internal alterations, improvements or changes which impact the larger population of Acadia On the Green Building II also fall under the purview of the Board. Thus, the following are effective as of May 1, 2010.

--Except as otherwise provided, no additions, alterations, or improvements shall be made by a Unit Owner to any part of the Common Elements and no additions, alterations, or improvements shall be made by a Unit Owner to his Unit where such work alters the wall or partition configurations, ceiling, perimeter doors or windows, floor load or otherwise affects the structure of the Unit or increase the cost of maintenance or repair of the Common elements or insurance required to be carried by the Board without the prior written consent of the Board (reference Declaration article 4.6)

**Section 3**      **Assessments and Assessment Fines**

- a. Your monthly assessment is very important to our association because without it, day-to-day operations would eventually fail and put your investment at risk. Insurance and the upkeep operations are expenses that are vital to our community
- b. Assessments are due on the first of every month. If payment is not received by the 15th of the month, the account will be charged a late fee and the owner/occupant will be sent a statement notifying them of this charge. If payment of the assessment and late fee are not received within 60 days of the initial due date, the account will be submitted to the Association's attorney for legal action. The attorney will send the owner/occupant a final 'Notice of Statement'. Failure to pay any fee, charges and any unpaid balance by the date stated in the Final 'Notice of Statement' letter will result in court action being taken against the owner/occupant. The owner/occupant is responsible for any and all late fees, charges and legal fees in addition to any unpaid assessments.
- c. All protests must be submitted in writing to the Managing Agent, and must be submitted within six weeks of receiving the first notice statement. Owner should attempt to attend the next scheduled board Meeting to present his/her case if they believe the charge should be waived. If an owner is unable to attend the meeting, then a written request must indicate why the owner believes the charge should be waived. Only the Board, not the Property Manager, has the authority to waive fees and/or charges. The Property Manager has been instructed by the Board not to discuss any collection issues by phone. Once an account has been submitted to the Association's attorney, all communication must be made through the attorney.
- d. See Penalty Fines for Violations on page

#### **Section 4**      ***Balconies***

- a. No clothing, sheets, blankets, laundry, towels or any similar articles shall be hung out or exposed on any balcony.
- b. Balconies should be free of rubbish or debris.
- c. Nothing is to be thrown from or swept off the balconies. This includes food items for birds, squirrels, etc.
- d. Hanging plants, flower pots, wind chimes, etc. must be properly secured.
- e. Bird feeders or any foods that attract birds are not allowed on the balconies. Residents are free to have caged birds as pets in their units.
- f. Balconies are not to be used as storage areas for remodeling materials, furniture, etc., this includes tools, cleaning supplies, exercise equipment and bicycles. (Exceptions are cooking grills).
- g. No antennas or wires (TV, radio, CB, satellite dish or ham operator) are allowed on/or protruding from any unit, balcony, roof or common ground.
- h. At no time is wall-to-wall carpeting, affixed or otherwise, allowed on the balcony.
- i. Balconies shall not be used as a pet run or defecation area.

#### **Section 5**      ***Board, Board Meetings, Association Records***

**Board** - The Board of Directors of the Associations consists of five members elected at the first Annual meeting of the voting members. The three candidates receiving the greatest number of votes shall be selected to serve as directors for a two year term, and the two candidates receiving the next highest number of votes shall be selected for one year and shall serve until their successors shall be selected and qualified. Directors may be elected to succeed themselves but the term of any director shall not exceed two years.

**Board Meetings** - The Board shall meet at least four times annually. Meetings of the Board shall be open to any Unit Owners, except for the portion of any meeting held to discuss litigation when an action against or on behalf of the Board and/or Association has been filed and is pending in a court or administrative tribunal; to consider information regarding appointment of employee or the dismissal of an employee; discussion of violation of Rules and Regulations of the Association or a Unit Owner's unpaid share of Common Expenses,

**Association Records** - See By-Laws, Article IV, Section 4.10 pg. C-14

**Amending of By-Laws and Rules and Regulations** - See By-Laws, Article VI, Section 6.1, pg. 16-17

#### **Section 6**      ***Bulletin Board***

The Bulletin Board in the lower elevator lobby is for the use and benefit of the residents. Things may be posted about Village happenings, things of resident interest, community information, items for sale, etc. Items should be removed when they are no longer pertinent or relevant. The Bulletin Board is not the correct place for complaints, concerns, or other communications about the building or its building management.. Those items should be addressed, in writing, to the Property Manager as per the section on "Complaints and Hearings". Any posting deemed inappropriate will be removed.



## **Section 7**            **Common Elements**

All portions of the Property except the Units and including the Limited common Elements. (see pg. 5 of the By-Laws, Article I, Section 1.8)

Common Elements include but are not limited to walks, hallways, stairway, entrances, exits, lobby, vestibule, foyer, mechanical equipment areas, storage areas (except individual storage areas), elevators. (see pg. 3, By-Laws, Article I, Section 1.9)

## **Section 8**            **Complaints and Hearing Procedures** **Complaints**

Any complaints that allege a violation has occurred, has to be in writing and submitted to the Property Manager. The complaint should include:

- a. Name, address and phone number of the complainant
- b. Name, address and phone number of alleged violator
- c. Specific details or description of violation including date, time, location when alleged violation occurred
- d. Statement by complainant and any witness who will participate in complaint and enforcement procedure (see Exhibit A)

The complaint will be delivered to the alleged violator Unit Owner and Lessee by Certified Mail/Return Receipt.

## **Hearings**

A Unit Owner and/or lessee, within fourteen (14) days of the receipt of the Notice of Violation, may request a Hearing before the Board and must submit, in writing, a request for a hearing concerning the violation. (Exhibit C)

If a request for hearing is filed in a timely manner:

- a. A hearing on the complaint shall be held before a panel composed of the Board.
- b. The panel of inquiry shall not include any persons presenting evidence in the hearing.
- c. At such Hearing, a member of the Board shall present the grounds for the Complaint to unit owner and/or lessee.
- d. The Hearing shall be held within twenty-one (21) days after Board receives demand.
- e. The unit owner and/or lessee shall have the opportunity to challenge such grounds and to present any evidence on his or her behalf to such reasonable rules of procedure as may be established by the Board which rules shall adhere to generally accepted standard of due process.
- f. A unit owner may not bring an attorney to the hearing, without first obtaining the Board's permission.
- g. Following a hearing and due consideration, the panel of inquiry shall issue its determination regarding the alleged violation. The decision of the Board shall be rendered within three (3) days after Hearing and **such decision shall be final and binding on all parties and the Association.**

- h. A record shall be kept which identifies all persons participating in the hearing.
- i. No hearing shall last longer than fifteen (15) minutes.
- j. Any fine will be considered in the nature of a special assessment and will be added to the Unit Owner's monthly assessment at the next regular monthly billing cycle.
- k. Payment of any assessment, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the panel of inquiry has completed its determination. Notification of the panel of inquiry's determination shall be made in the form of Notice of Determination regarding Violation. (Exhibit D)
- l. In the event of any violations of the Declaration, By-Laws or Rules and Regulations of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed to the account of the offending owner at the time they are incurred.

If unit owner and/or lessee do not demand a Hearing before the Board within fourteen (14) days, a Hearing shall be considered waived, the allegations on the complaint shall be deemed admitted by default and appropriate actions taken. The Board shall notify the unit owner and/or lessee five (5) days after the 14 days cited earlier has lapsed. The unit owner and/or lessee has to correct the violation under the terms stated in the notification by the Board.

If the violation has not been corrected within 15 days, the Board will send the unit owner and/or lessee a first notification of Failure to Comply with the notification sent fifteen (15) days earlier.

The Board will then re-state the terms of the notification and set down completion terms.:

First: Stating that the Board will take action in fifteen (15) days.

Second: Have the violation corrected for the unit owner and/or lessee at the cost of the unit owner.

Subsequent violations will be handled at the discretion of the Board.

See Enforcement and Fines (pg. 12) and Penalty Fines for Violations (Exhibit I)

## **Section 9      *Consideration of Others***

No building is totally soundproof. All residents are entitled to enjoy their homes, but have a responsibility to other residents so that no one is disturbed by unnecessary noise. Therefore, consideration of your neighbors should govern the conduct of yourself and your guests at all times. Noise should be kept to a minimum to prevent disturbing the residents of the building. If you are disturbed by an unnecessary noise, you should first try to contact your neighbor and request their cooperation. Also see Policies and Procedures Regarding Enforcement of Rules and Regulations.

- a. Musical instruments, stereos, radios, televisions, etc. should be maintained at a volume that cannot be heard outside the boundaries of a unit.
- b. No social gatherings shall create a nuisance, residents are asked to be respectful of others at all times and hours of the day and night.

- a. Nothing shall be done or kept in any unit or in the Common Elements that will increase the rate of insurance on the Property without the prior written consent of the Association.
- b. No unit owner or occupant shall permit anything to be done or kept in their unit or in the common elements that will result in the cancellation of any insurance maintained by the Association, or that would in violation of any law.
- c. No unit owner shall have a door mat at their front door.
- d. NO SMOKING is permitted in any common areas including the garage.

**Section 10            Driving and Parking Area**

- a. All residents have assigned parking spaces (limited common element). Parking spaces are designated in the owners' property deed.
- b. Do not park in another resident's space without their permission or in any unauthorized place.
- c. Each unit owner has the responsibility to inform the Property Manager of the Make, Model, License Plate Number and space number for each vehicle parked in the Building II garage.
- d. There are no visitor parking spaces in the garage.
- e. Speed limit is **5 MPH** on premises. This includes the drive easement through the garage.
- f. Vehicles must not be left unattended in the driveway. Vehicles that are illegally parked shall be ticketed and/or towed from the property at the expense of the vehicle owner.
- g. Sidewalks must remain clear of vehicles at all times.
- h. All vehicles must fit within the unit's designated parking space and cannot infringe on another unit's parking space or block access to the common thoroughfare or adjacent storage units.
- i. No automotive maintenance may be performed on any vehicle in the garage or elsewhere on the property.
- j. Each unit owner shall be responsible for damage resulting from fluid leaking from their vehicles. If fluids are not cleaned up within 30 days, unit owner will be assessed a fine of \$100 and the cleaning service will perform the cleanup.
- k. Regulations governing the parking on the public street of Downers Grove are enforced by the Downers Grove Police Department. Any questions regarding the public street parking should be addressed to the Police Department.

**Section 11            Emergencies and Extended Absences**

The Board may, at its discretion, to protect the Common Elements or any portion of the Condo Property (especially in an emergency such as fires or damage caused by water leaks) request maintenance or repair services to be performed within the unit. Any damage caused by such an entry will be repaired by the Board.

All unit owners shall provide the name of an emergency contact person to the Property Manager in the event an owner can not be located. The emergency contact should

include the person's name, address, and home and business phone number, and relationship to unit owner.

## **Section 12 Enforcement of Declaration, By-Laws and Rules and Regulations**

Section 18.4 of the Illinois Condominium Property Act grants the Board power to levy reasonable fines for violations of the Declarations, By-Laws and Rules and Regulations, after notice to the offender and an opportunity to be heard. Violations of the Declaration and By-Laws constitutes violation of the Rules, therefore violators are subject to a fine for any violation of the Declarations or By-Laws. (Also see Complaint and Hearing Procedures, pg. 9 and Fine Policy, Exhibit I).

### **Section 13 Garbage and Recycling**

- a. All trash must be tightly secured in a plastic bag before being placed in the chute or bin. Double bagging of heavy or wet garbage, or use of heavy weight plastic bags is required to prevent the bag from breaking apart while in transit through the chute. Please knot each bag.
- b. Glass containers should not be dropped down the chute, they have the tendency to tear the plastic bags, please bring these items to the Garage Trash Room.
- c. Large items which can block or damage the chute (to include but not limited to: pizza boxes, clothes hangers, metal containers, etc) should be taken to the ground floor trash room.
- d. No items should be left in the trash rooms on floors 1 through 4. If a bag breaks, it is the residents' responsibility to pick up items, from the floor of the trash room, that do not make it into the chute.
- e. All empty boxes must be broken down before being disposed of, they may not be put down the chute.
- f. Christmas tree disposal is the responsibility of the unit occupant.
- g. Removal of large items is the owner's responsibility. Contact the waste hauler directly to arrange pick-up. These items may not be left in any common area.
- h. If and when recycling is available, bins for that purpose will be placed in the Garage Trash Room and it will be the responsibility of the unit owner to properly separate their recyclables and place them in the proper bins. At no time are recyclables to be left in the Trash Rooms on floors 1 through 4.

### **Section 14 Insurance Regulations**

- a. All Unit Owners are required to obtain insurance covering their personal liability and compensatory (not consequential) damages to another Unit caused by the negligence of the Unit Owner or his/her guests, residents, or invitees, or their liability, regardless of any negligence, arising from the use or operation of the Unit. Unit coverage shall be an amount no less than \$250,000. Proof of said insurance shall be submitted to the Association upon request.
- b. The personal liability of a Unit Owner or Association member must include the deductible of the Unit Owner whose Unit was damaged, any damage not covered by insurance carried by the Association under Section 12 of the Illinois Condominium

Property Act, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings to another Unit or the Common Elements.

- c. All Unit-to-Unit damage claims shall be disputed and handled between Unit Owners and their respective insurance companies and/or legal counsel. If the Unit Owner who is responsible for damages caused to the Common Elements does not hold a current insurance policy with coverage as described above, the Association will pay for repairs to the common Elements and charge back the Unit owner for all costs involved. Subject to notice and an opportunity for a hearing, a violation fine of \$200. will be assessed to said Unit Owner for his/her failure to carry proper insurance.
- d. In the event the Unit Owner does not purchase and produce evidence of insurance required by this rule within the thirty (30) day period from the adoption of this rule, the Board may, in its sole discretion, purchase the insurance coverage and charge the premium cost back to the Unit Owner.
- e. In no event is the Board liable to any person either with regard to its decision to purchase or not to purchase insurance for a Unit Owner, or with regard to the timing of it purchase of the insurance or the amounts or types of coverage obtained.

### **Section 15      Landscaping**

All landscaping is part of the common elements and is maintained by the management company at the direction of the Board. Concerns or questions regarding landscaping should be brought to the attention of the management company.

### **Section 16      Moving and Deliveries**

- a. Moving and/or delivery hours are restricted to the hours between 8 am and 7 p.m..
- b. Owners must give a minimum of ten (10) days notice to the property management company for “move ins/outs”, this will allow for access to elevator “key” and ensure the proper installation of elevator padding to keep damage to a minimum. Additional care should be taken with doors, walls, carpet, etc.
- c. MOVING CHARGE of \$100 (non-refundable) must be paid by the owner of the unit whenever a “move in” or “move out” occurs by either an owner or lessor. Moving causes wear and tear on our doors, elevator, carpets, etc. and increases repair expenses and replacements. Additionally, a Unit Owner is responsible for actual damages incurred during a move or delivery. Repair expense will be assessed to the Owner’s account with the Association. Owners will be contacted within seven days of the event, with details of repair costs which will be communicated within a reasonable period required to obtain cost assessment.

### **Section 17      Outdoor Cooking**

Cooking in the driveway or the dumpster pad behind the building is not permitted.

Cooking is permitted on the balconies under the following conditions:

- a. Liquid propane (LP) gas grills and electric grills only are permitted.
- b. Care must be taken to avoid any danger of items falling onto the unit deck below your unit.

- c. Grill must have a drip pan to catch any drippings of grease or other fluids that could possibly drip.
- d. No charcoal grills, wood grills or portable fireplaces or any other device that utilizes the burning of wood or charcoal.

### **Section 18      Personal Property Sales**

Garage Sales or Estate Sales are not permitted. Selling of personal or estate property should be by appointment only. Access to the building is not permitted for the general public to attend an "Open" sale.

### **Section 19      Pets**

No more than three (3) pets may be kept in a dwelling unit. Pets are defined as domesticated animals: dogs, cats, birds, etc. Any pet causing a disturbance may be permanently removed from a dwelling unit, and any pet creating an immediate threat to the safety of the residents or the property may be removed upon three (3) days notice from the Board. The Unit Owner is responsible for any costs for damages incurred to the dwelling unit or the condo property caused by the pet in the unit. All dogs and cats shall be in compliance with the Downers Grove and DuPage County license requirements.

Pet owner is required to have all necessary equipment to immediately collect and properly dispose of any animal waste. This means all area of Acadia on the Green.

All animals need to be under the owner's control at all times. No pet shall be allowed to run loose, unsupervised or unattended. Any person walking a pet on the common areas must have the pet securely on a leash at all times.

### **Section 20      Property Management Company**

- a. The Board employs a Property Management Company to handle the day-to-day administration of Acadia on the Green Building II in the manner directed by the Board.
- b. The Property Management Company's responsibilities include payment of Association invoices, calculating, mailing and collecting monthly assessment and, other, fees from each Unit Owner, helping the Board prepare and maintain an annual budget, handling homeowner problems and inspecting the property no less than every two weeks to identify needed maintenance, improvements or violations to be reported to the Board. A report on findings from inspections is to be filed with the Boards following each visit. The Property Management Company also prepares specifications for various bid projects such as (but not limited to) painting, landscaping and snow removal removal and ensures that each contractor fulfills the job requirements.
- c. In emergency situations, the Property Management Company, law enforcement, fire personnel, qualified 'first responders' or duly authorized agents of the Boards may need to enter a unit. Owners will be contacted prior to such entrance should circumstances permit such prior notification. When contact is not able to be made,

the Property Management Company will notify the owner as soon as possible via the phone numbers owners have on file with the Property Manager.

**Section 21 Recommendations, Suggestions and Facility  
Emergency Events**

All recommendations and suggestions ***MUST BE*** in writing and addressed to the Board of Directors. ***DO NOT*** address any mail to a Board member by name or the mail will not be responded to in a timely manner. The note should include: DATE, UNIT #, OWNER'S NAME AND SIGNATURE. The note can be mailed to the Property Management Company or via their website. The management company will respond on behalf of the Board of Directors within 3-7 days from the date of receipt.

In the event of an emergency, such as facility failure, plumbing overflow, etc., contact Property Management Company. All emergency calls will be returned as soon as possible.

Non-emergency phone calls will be returned within 24 hours.

**Section 22 Remodeling - Additions, Alterations and Improvements**

Without the prior written consent of the Board, a Unit Owner shall not make any additions, alterations or improvements (including without limitation, installation of storm windows, storm doors, landscaping, or painting staining, or changes to the color of exterior surfaces) to any part of the common Elements that are visible from outside the dwelling unit. Additions, alterations, or improvements to your dwelling unit or the Limited Common Elements are not allowed if such work alters the structure of the dwelling unit.

Unit Owners must submit an Alterations & Additions Application to the Board explaining the proposed addition, alteration or improvement. (Exhibit H)

The Board may condition its approval upon the unit owner's agreement that the Proposed change will be substantially similar in quality of construction and design to any existing similar addition(s) or improvements. The Board will request the Unit Owner's agreement to be solely responsible for maintenance of such an addition or to pay Acadia on the Green II Condominium Association for maintenance cost.

If the unit owner makes an addition, alteration or improvement without the written consent of the Board, the Board may, in its discretion, take any of the following actions:

- a. Require owner to remove the addition, alteration, or improvement and restore condominium property to original condition, all at the owner's expense.
- b. If unit owner refuses or fails to perform work required, the Board may have additions, alterations, or improvements removed at the owner's expense.
- c. Ratify action taken by owner; the Board may condition ratification under same conditions which it may impose upon giving its prior consent.

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property nor shall any exterior addition to, or change or alteration thereto, be made until the plans or specifications showing the nature, kind, shape, height, materials and locations of the same shall have been submitted to and approved in writing as to the quality and harmony of external design and location in relation to the surrounding structure and topography by the Board.

In the event the Board fails to approve or disapprove an Alteration and Additions Application within sixty (60) days after said plans and specifications have been submitted to it at a regular meeting of the Board, approval will not be required and this paragraph will be deemed as full compliance.

**ALL PLANS FOR REMODELING**, including proper insurance, permits, and inspections, that alters the common elements within any unit, must be submitted to the board of Directors, and approved by the board in advance of work. This includes alterations in walls, cement floor, flooring (other than carpeting), plumbing, heating, gas or electrical connections, electrical enhancements. A violation fine of \$100. will be imposed and all work must stop until fines are paid and Board approval in writing is delivered to Unit Owner. Subsequent violation fines will be imposed every 30 days this violation continues. The Structural Integrity of the unit **MUST NOT** be compromised. All work must be in accordance with the Village of Downers Grove ordinances. Unit Owners are responsible for obtaining proper insurance, permits, inspections or other approvals for any work done to their unit.

If remodeling will require temporary interruption of any building function such as water, heat, etc. seven (7) days advance written notice is required to the Board.

**Due to potential liability, NO gas will be turned off except for emergency.**

Any Construction/Remodeling is restricted to Monday through Saturday between 8:00 a.m. and 6:00 p.m.. **NO SUNDAYS AND HOLIDAYS.**

A Unit Owner must provide the Association the contractor's Certificate of Insurance seven (7) days before construction/remodeling is started. A violation fine of \$100. will be imposed and owner is responsible for obtaining insurance within 30 days. Subsequent violations fines of \$100. will be imposed every thirty (30) days until compliance.

The installation of hot tub, Jacuzzi, portable spas, etc. are prohibited by the condominium Declaration Article XVII, Section 3. A violation fine of \$100. and owner is responsible for removal of tub within thirty (30) days. Subsequent violation fines of \$100. will be imposed every thirty (30) days this violation continues.

Installation of laminate, wood or tile flooring (other than in bathrooms) requires soundproofing in accordance with the American Society of Testing & Measurement (ASTM) of Impact Insulation Class (IIC) of #58 or greater and Sound Transmission



Class (STC) of #52 or greater under the installed flooring. This is equivalent to 1/4 of cork. Proof of soundproofing must be submitted to the Board of Directors before and after installation. (see Article IV, Section 4.2 (b) & 4.3 (b). A violation fine of \$100. and owner is responsible for compliance within 30 days. Subsequent violation fines of \$100. will be imposed every 30 days this violation continues.

### **Section 23      *Reserve Fund***

Pursuant with the Act, the Board "...shall provide for reasonable reserves for capital expenditures and deferred maintenance for repair or replacement of the common elements. To determine the amount of reserves appropriate for an association, the board of managers shall take into consideration the following: (i) the repair and replacement cost, and the estimated useful life, of the property which the association is obligated to maintain, including but not limited to structural and mechanical components, surfaces of the buildings and common elements, and energy system and equipment; (ii) the current and anticipated return on investment of association funds; (iii) any independent professional reserve study which the association may obtain; (iv) the financial impact on unit owners, and the market value of the condominium units, of any assessment increase needed to fund reserves; and (v) the ability of the association to obtain financing or refinancing."

### **Section 24      *Selling of Unit and Parking Space***

**Selling of Unit** - On behalf of all the owners, the board is entitled by the Declaration 11.1 notice of any such unrestricted transfer, together with the name, telephone number and address (if other than the property) of the new Unit Owner, in case of a sale of the Unit, shall be given to the Board, in the manner provided in the Declaration for the giving of notices, not less than ten (10) days prior to such transfers. Failure to do so will subject the owner to a fine of **\$100 per offense.** (See Exhibit E)

When a unit is listed for sale:

- a. Units for sale are to be shown by private appointment only and potential buyers must be escorted to and from the unit by a realtor. Access to the building is not permitted for "Open House" showings. This includes general public and Broker open houses.
- b. No "key boxes"/"lock boxes" are allowed on any common area doors.
- c. No "FOR SALE" signs on Association property, unit windows, doors or balconies flower beds and grass areas.

**The following items are required by the Board ten (10) days prior to any unit sale:**

1. Fees. A processing fee of \$50 will be assessed to the unit. In addition, if applicable, a \$100 moving-in fee and \$100 moving-out fee will be collected from the owner(s). Check should be made payable to ACADIA ON THE GREEN BUILDING II and payable before 5 days before move-in/move-out.(See Exhibit E)

2. The names of each person to occupy said unit.\*\*\* You must notify the management company in writing ten (10) days in advance of your intent to move in or out so that the elevator padding can be installed.\*\*\*

**Parking Space Assignment Sale/Lease to another Unit:** (see Declarations Article III, section 3.12, pg. 10)

***NO PARKING SPACE CAN BE SOLD OR LEASED TO A NON-OWNER.***

The following items are ***required*** by the Board ten (10) days prior to any parking space sale/lease:

Parking Spaces may be leased only to an Occupant and for a term of not more than one (1) year.

- a. A signed Notice of Intention to Sell/Lease (Exhibit E)
- b. Name, address, phone #, make and model of vehicle and license plate #.

A copy of the Contract/Lease “shall be delivered to the Association not later than ten (10) days after the date of sale/lease.”

**Section 25      Satellite Dish/Cable TV**

All units have provision for Cable TV, activation is at the expense of the unit owner.

Satellite Dishes are not permitted on balconies, common elements or limited common elements.

**Section 26      Seasonal Decorations**

Seasonal decorations are permitted for display 30 days before and 30 days after the date of the holiday. Decorations are permitted on unit doors, windows and balconies. The unit owner must repair any damage caused by the hanging of decorations. Any repairs performed by the Association will be at the expense of the unit owner. Decorations that create a safety hazard are not permitted.

**Section 27      Security**

Owner should contact the Downers Grove Police Department immediately to report the observance of any suspicious person/s or activities.

- a. Please for the safety of all residents, release lobby door-locking mechanism only after receiving proper verbal communication and identification of the visitor.
- b. Please refuse admittance at the entry door of any person until they are admitted by the resident they are visiting.
- c. Each unit owner or tenant is responsible for ensuring that delivery personnel and/or repairmen are escorted to and from locked areas.
- d. Rear entrance doors must not be left open or propped open at any time or for ANY REASON.

- a. No one should be allowed access to the building for the purpose of solicitation or distribution of any materials.

**Section 28      Signs and Flags**

- a. NO "For Sale" or "For Rent" or "Open House" or any other commercial, business, political, campaign or other signage is permitted in windows or on doors, balconies, or any other area of a unit.
- b. No "For Sale" or "For Rent" or "Open House" or any other commercial, business, political, campaign or other signage may be placed anywhere on the Association Property.
- c. No signs of any kind may be affixed to the building or within the mulch area or on any of the trees and shrubs.
- d. Any signs not adhering to these rules will be remove and discarded without notice. The Association shall have discretion of removing signs deemed to be unsuitable or detrimental to the appearance or good of the community, this includes the Bulletin Board in the garage level lobby. No flagpoles are to be anchored into any part of the building, balcony or common element or limited common element.
- e. Team flags may be displayed for 24 hours on game day.
- f. The flag of The United States of America may be displayed at any time using proper flag etiquette only.

**Section 29      Storage Cages**

- a. Items must not be within one foot of the ceiling (per local fire regulations)
- b. Items stored should be kept in a neat and orderly manner.
- c. Please do not store items that are corrosive, flammable or could be hazardous to the building, vehicles or persons.

**Section 30      Storage of Bicycles and Motorized Vehicles**

Bicycles, tricycles, motorcycles and such must enter the building through the garage (not the front entrance). Storage is not allowed on balconies, in stairwells or hallways. When/if such are brought into individual units care must be taken not to damage either the floor coverings, stair wells or the elevator.

**Section 31      Unit Owner Contact Information (Resident and Non-resident)**

Owners are required to keep current with the management company and the Board of Directors their contact information including current address, home phone, and an alternate contact phone number. This includes extended absences from the property. Any expense incurred by the Association in locating a resident or non-resident owner who fails to keep this information current, shall be assessed to that owner. (See Exhibit J)

**Section 32      Use, Occupancy and Leasing of Units**

- a. Only declared investors as (per original purchase from developer) have right to lease their unit(s). No more that 25% of the units in Acadia on the Green II may be leased.

- a. No unit shall be leased for a term of less than one year, and no portion of a unit which is less than the entire unit shall be leased.
- b. An Application to Purchase/Lease must be submitted at time of contracting. (see Exhibit F)
- c. Owners are responsible for providing to lessee(s) a copy of the Association Declaration and Rules and Regulations.
- d. A Rider to the Lease must be submitted with each lease (Exhibit G). The Rider to the Lease insures that a copy of the Declaration, By-Laws and Rules and Regulations of the Association have been presented to the Tenant.
- e. Each lease shall be in writing and a copy of every such lease shall be furnished to the Board on the first to occur of (a) ten days after such lease is signed, or (b) the date of occupancy. If the Owner is renewing an existing lease, the unit owner must deliver to the management company a copy of the original lease and a copy of the signed new lease a minimum of 10 days after execution of the lease renewal and prior to the effective date of the new lease.
- f. Occupancy of each unit shall not exceed two people greater than the number of bedrooms for the unit.
- g. Only owners of a unit may have household pets. Renters are not permitted to have pets. (No new renters from this, the adoption of these rules and regulations, is allowed to have pets.)
- h. No subletting, replacement or new lessee(s) to be added to an existing lease.
- i. Units may not be leased to individuals under the age of 18 years of age.
- j. Owners remain responsible for the action of tenants and their guests, and will be notified by the Association of any problems or violations. Owners are responsible for any cost of maintenance or damage repair caused by their lessee(s).
- k. Upon adoption of these Rules and Regulations, unit owners will be required to provide copy of existing leases currently in effect to the Management Company.
- l. Failure to comply with any of the rules for leasing may result in a fine to the unit owner. The fine will be in addition to any costs and/or legal fees that may be incurred as a result of actions taken by the Association.
- m. When there is grievous or continual violations of Declaration or Rules and Regulations by a lessee(s), the Board may take whatever action necessary to terminate a lease. Costs incurred are the responsibility of the unit owner, and will be assessed accordingly by the Board.

### **Section 33      Window, Screens, Awnings and Window Treatments**

In order to maintain a consistent and appropriate appearance of the building:

- a. All window treatments must be neutral in color from the outside.
- b. Temporary window coverings (bed sheets, blankets, etc.) can only remain for 30 days from move in date.
- c. Torn or unsightly window coverings are not permitted.
- d. Window awnings and any type of exterior sunshade are not permitted.
- e. The unit owner has the responsibility to immediately repair broken windows, doors and screens or replace them in compliance with the specifications established at the time of original installation.

- a. It is the unit owners responsibility to maintain all screens and windows in working order and in compliance with the specifications established at the time of the window installation.
- b. No window air conditioning units are permitted in any unit.

Exhibit A

ACADIA ON THE GREEN BUILDING II ASSOCIATION

**VIOLATION COMPLAINT - WITNESS STATEMENT**

PLEASE NOTE: A Violation Complaint must be filled out in its entirety or the Board will not consider the complaint valid. After the report has been filed, it will be necessary for you to appear at the next regularly scheduled Board Meeting. The Board will notify you with a AOTG Violation Notification form of the time, date and location of the meeting. The violator will also be asked to attend this meeting. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's Name \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

Violation Location \_\_\_\_\_

Date of Violation \_\_\_\_\_ Approximate Time \_\_\_\_\_

VIOLATION(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PLEASE REFERENCE PROVISION OF THE DECLARATION OR RULES AND PAGE NUMBER OF THE VIOLATION \_\_\_\_\_

Report Submitted By (Please Print) \_\_\_\_\_

Address \_\_\_\_\_ Phone # \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness (if any, please print) \_\_\_\_\_ Phone # \_\_\_\_\_

Signature of Witness \_\_\_\_\_

Exhibit B

**ACADIA ON THE GREEN BUILDING II ASSOCIATION  
NOTICE OF VIOLATION**

Date \_\_\_\_\_

TO:

Unit Owner \_\_\_\_\_

A violation report form has been filled out alleging violation of the Association's Declaration, By-Laws ore Rules and Regulations regarding \_\_\_\_\_ on page \_\_\_\_\_.

A copy of the **ACADIA ON THE GREEN VIOLATION REPORT** is attached for your reference:

This was violated by \_\_\_\_\_

The Board of Directors will review this matter at our next regularly scheduled Board Meeting on \_\_\_\_\_ at approximately \_\_\_\_\_ p.m. at \_\_\_\_\_ location.

**You have a right to present information on how you will correct or address this violation or if it has already been addressed. After hearing the case, the Board will determine if a violation occurred or continues and if a fine should be levied.**

**Please be present at this meeting. The Board will proceed on the above date with or without your presence.**

Sincerely,

ACADIA ON THE GREEN BUILDING II ASSOCIATION  
Board of Directors

encl.: Request for Hearing  
cc: Occupant (if rental)

Exhibit C

**ACADIA ON THE GREEN II ASSOCIATION  
REQUEST FOR HEARING**

In accordance with the Hearing Procedures of the Rules and Regulations of Acadia on the Green II Association:

I hereby REQUEST A HEARING before the Board of Directors for the alleged violation of the Acadia on the Green II Association Declaration of Condominium Ownership and By-Laws and Rules and Regulations.

Regarding the Complaint dated \_\_\_\_\_

Notice of Violation dated \_\_\_\_\_

Name of Unit Owner/Lessee making request

(please print) \_\_\_\_\_

Signature \_\_\_\_\_

Request Date \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_  
(please print)



Exhibit D

**ACADIA ON THE GREEN BUILDING II ASSOCIATION  
NOTIFICATION OF DETERMINATION REGARDING VIOLATION**

DATE \_\_\_\_\_

TO

Unit Owner \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, the Board found you to be in violation of the  
(circle one) Declaration By-Laws Rules and Regulations  
of the Association regarding \_\_\_\_\_  
\_\_\_\_\_

This was violated by \_\_\_\_\_

The Board has taken the following action:

- The Board has determined that no violation occurred.
- The Board has determined the violation no longer exists.
- The Board has determined that a violation has occurred. Accordingly, costs and expensed of \$ \_\_\_\_\_ have been assessed against you Unit account.
- 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 you own expense.
- The Board has determined that a subsequent violation has occurred and costs and expenses of \$ \_\_\_\_\_ have been assessed against you Unit. As such, \_\_\_\_\_ we have been instructed to inform you that legal proceedings will be instituted if further violations occur.
- As a result of a subsequent violation, legal fees in the amount of \$ \_\_\_\_\_ have been incurred by the Association and these expenses are being charged against your Unit account.

Please see Article \_\_\_\_\_ Page(s) \_\_\_\_\_ of the \_\_\_\_\_ regarding this violation (copy attached).

Sincerely,

ACADIA ON THE GREEN BUILDING II ASSOCIATION  
Board of Directors

Exhibit E

**ACADIA ON THE GREEN BUILDING II ASSOCIATION  
NOTICE OF INTENTION TO SELL/LEASE**

**Must be submitted to Board of Directors not less than ten (10) days prior to such transfer.**

Today's Date \_\_\_\_\_

This is notification to the Board of Directors of Acadia on the Green Building II Association of my intention to sell/lease UNIT NUMBER \_\_\_\_\_ pursuant to Article 11.1 of the Declaration.

**UNIT OWNER** (please print) \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_

Zip Code \_\_\_\_\_ Phone Number \_\_\_\_\_

Owner has reviewed Rules & Regulations concerning Sale of Unit/Move-In/Out.

Signature \_\_\_\_\_

Realtor (if applicable) \_\_\_\_\_

Closing Date (if known) \_\_\_\_\_

**NEW UNIT OWNER/LEASEE** (please print) \_\_\_\_\_

Name of all new occupants \_\_\_\_\_

Phone Number \_\_\_\_\_

Address (if other than property) \_\_\_\_\_

Date of Transfer \_\_\_\_\_

**Request for Documents (if needed):**

\_\_\_ Acadia on the Green Rules & Regulations (\$5.00)

\_\_\_ Acadia on the Green Declaration of Condominium Ownership & By-Laws (\$10.00)

\_\_\_ Enclosed a check for \$50 fee (sale only) + Document Request fee

\_\_\_ Enclosed check for \$100 for move-out fee

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

Exhibit F

**ACADIA ON THE GREEN BUILDING II ASSOCIATION  
RIDER TO LEASE**

This Rider is added to the attached Lease in accordance with the Rules and Regulations of Acadia on the Green II Association. By this Rider, the undersigned parties expressly acknowledge that , as required, every Lease and the parties thereto, shall be subject in all respects of the provisions of the Declaration of Covenants, Conditions, Restrictions, Easements, By-Laws and Rules and Regulations of Acadia on the Green II Association, and any failure by the lessee to comply with the terms thereof shall be a default under the Lease.

The Board of Directors of Acadia on the Green II Association (the "Board"), shall be a third party beneficiary of said Lease and shall be entitled to pursue all legal and equitable remedies available to either party under the Lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reasons of any previous failure to enforce the same.

Signatures

\_\_\_\_\_  
Landlord Lessor

\_\_\_\_\_  
Tenant Lessee

\_\_\_\_\_  
Landlord Lessor

\_\_\_\_\_  
Tenant Lessee

Date \_\_\_\_\_

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

Please complete for Association use:

Landlord Lessor \_\_\_\_\_  
(please print)

Tenant Lessee \_\_\_\_\_  
(please print)

Emergency Phone #s  
Home \_\_\_\_\_  
Cell \_\_\_\_\_  
Work \_\_\_\_\_

Emergency Phone #s  
Home \_\_\_\_\_  
Cell \_\_\_\_\_  
Work \_\_\_\_\_

Landlord's Mailing Address \_\_\_\_\_

Exhibit G

## ACADIA ON THE GREEN BUILDING II ASSOCIATION

### APPLICATION FOR ALTERATIONS AND ADDITIONS

c/o Oak & Dale Properties, Inc.

211 W Chicago Avenue, Suite 10 Hinsdale, Illinois 60521

Phone (630) 323-8810 Fax (630) 323-8910

### PERMIT APPLICATION

Application is hereby made for UNIT \_\_\_\_\_

Owner \_\_\_\_\_  
Phone # (\_\_\_\_) \_\_\_\_\_ Work # (\_\_\_\_) \_\_\_\_\_

Kind of Construction or Changes to the Unit:  
\_\_\_\_\_  
\_\_\_\_\_

**One sets of plans to be include with application.**

**The following MUST be included if applicable:**

NAME	CONTACT PERSON	PHONE #
Architect _____		
General Contractor _____		
Carpenter _____		
Electrician _____		
Plumber _____		
Sewer _____		
Heating _____		
Painter _____		
Other _____		

I hereby certify the above information is true and correct to the best of my knowledge.

Owner/Agent: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Permit Number:** \_\_\_\_\_

**Date Issued:** \_\_\_\_\_

### 2.5 Review Procedures

All applications for architectural changes requiring ARC review and approval, whether permanent or temporary, shall be submitted in writing to the ARC at the following address:

Acadia on the Green Building II

ATTN: Chairperson, Architectural Review Committee

C/O Oak & Dale Properties, Inc.

211 W Chicago Avenue, Suite 10

Hinsdale, IL 60521

Applications must contain all elements of information as listed on the sample application form provided at Appendix A. Please ensure that your daytime and evening telephone numbers and e-mail address (if available) are included on the application form as the ARC will contact the applicant to confirm receipt of the application. It is the responsibility of the applicant to ensure that the ARC has received the application. If the applicant has not heard from the ARC confirming the receipt of the application within ten (10) days after submission, please contact the ARC for further action. All applications must be accompanied by a Performance Deposit which will be \$500.00. Further, an architectural review fee may be levied for up to \$25.00. The check is to be made out to Acadia in the Green Building II Association.

The ARC will review the application, and if complete, will begin the approval process. Incomplete applications will be returned to the homeowner for additional information. The ARC will consider the application and respond to the owner with a decision within thirty (30) days. Failure of the ARC to respond to a request within thirty (30) days will result in automatic approval of the application. Homeowners, however, must ensure that the application was received by the ARC in order for this waiver to apply.

# ACADIA ON THE GREEN BUILDING II ASSOCIATION

Agreement  
for  
New Construction  
or  
Alterations to Existing Construction

As a property owner or prospective homeowner, I/We have read the current AOTG Architectural Review Committee Guidelines and Application forms and fully understand the requirements.

I/We understand that any exterior changes to the approved plans must be submitted to and approved by the Committee prior to implementing the change.

I/We understand that by signing this agreement, specific permission is granted to the Committee and/or its agents to enter the property at reasonable times to inspect for compliance.

I/We understand that the surface of the Common Property must not be damaged or disturbed during construction or used for other activities relating to construction without the written permission of the Committee.

I/We understand that mud and debris which accumulates on the street as a result of the construction must be removed promptly. If not removed promptly, the Association may have it removed and the cost charged to Me/Us.

I/We understand that to enforce its standards, the Association may seek injunctions from a court of law and other legal remedies.

Owner Signatures (all owners must sign)

Owner \_\_\_\_\_ Date \_\_\_\_\_, 200 \_\_\_\_

Owner \_\_\_\_\_ Date \_\_\_\_\_, 200 \_\_\_\_

Representative of Property Owner

I certify that I am an authorized representative of the above named property owner and have the power to act in his/her/their behalf. In addition, I have made the owner(s) aware of all the above stated requirements.

Representative \_\_\_\_\_ Date \_\_\_\_\_, 200 \_\_\_\_

Bond will be refunded upon notice to the committee that all construction has been completed to include landscape and restoration of any right of ways or common property.

Exhibit H

**ACADIA ON THE GREEN BUILDING II ASSOCIATION  
Penalty Fines for Violations**

The following, details the policies and procedures regarding complaints of violation and hearing procedures found under Complaint and Hearing Procedures on page 9.

Assessments: 15 days late \$25.  
45 days late (an additional) \$25.  
Continued failure to pay Unit Owner will pay all legal  
and collection fees billed to the Association

Garbage: First Violation Letter  
Second Violation \$50.  
Third and Subsequent Violations \$75.

Pets: First Violation Letter  
Second Violation \$50.  
Third Violation \$75.  
Forth and Subsequent Violations \$100. and Unit Owner will pay  
all legal and collection fees billed to the Association

Seasonal Decorations:  
First Violation Letter  
Second and Subsequent Violations \$50.

Lease or Sale: Flat Fine: \$100. (plus Move-in/out fee, processing fee, etc.) for failure to comply with any provisions in Declaration, By-Laws and Rules & Regulations concerning lease or sale, then \$50. per day after continued failure to comply.

All Other Violations (unless addressed in a specific section):  
First Violation Letter  
Second Violation \$50.  
Third Violation \$75.  
Fourth and Subsequent Violations \$125. and Unit Owner will pay  
all legal and collection fees billed to the Association

In addition to the imposition of fines set forth about and in lieu of such fines, as the Board deems appropriate, the Board may specially assess any or all of the following charges against an Owner for a violation of these Rules:

- a. The actual costs and expenses for repairing any damage to any property or any property damaged by a Unit Owner, tenant or Occupant as a result of a violation of these rules.
- b. All attorney's fees and court costs, and other expenses incurred by the Association in connection with the enforcement of these Rules and Regulations.
- c. Any and all other damages to the Association or other units incurred as a result of such violation or the enforcement thereof.

Exhibit I

**ACADIA ON THE GREEN BUILDING II ASSOCIATION**  
**Unit Owner Contact Information**  
**Resident and Non-Resident**

It is the responsibility of the Home Owner to have the following CURRENT information on file with the Board of Directors and the Property Manager.

Resident  
 Non-Resident

Unit Owner Name \_\_\_\_\_  
Unit # \_\_\_\_\_  
Address (if non-resident) \_\_\_\_\_  
Phone #'s (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (work) \_\_\_\_\_  
Second Contact Name \_\_\_\_\_  
Phone #'s (cell) \_\_\_\_\_ (work) \_\_\_\_\_  
Name of Pet (if applicable) \_\_\_\_\_  
Garage Parking Space # \_\_\_\_\_

Emergency Contact (if the two above contacts cannot be reached - who should be contacted)

Name \_\_\_\_\_ Relationship \_\_\_\_\_  
Address \_\_\_\_\_  
Phone #'s (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (work) \_\_\_\_\_

Extended Absences (if you are out of town for more that two (2) weeks)

Location Address \_\_\_\_\_  
Phone #'s where I can be reached \_\_\_\_\_

**Non-Resident Only**

Name/s of Lessee (if applicable) \_\_\_\_\_  
Phone #'s (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (work) \_\_\_\_\_

Received by \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_