

***RULES
AND
REGULATIONS***

ASHBURY WOODS CONDOMINIUM ASSOCIATION

*Adopted May 24, 1994
Amended April 6, 1995
Amended February 19, 1996
Amended September 14, 1999
Amended August 30, 2005*

*Issued October, 1999
Re-issued December, 2005*

PREAMBLE

Ashbury Woods Condominium Association has legal restrictions which free-standing homes do not have. These legal restrictions are outlined in the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Ashbury Woods Condominium Association. The Declaration gives the governing Board of Directors the authority to further establish rules and regulations pertinent to the Association.

The governing Board of Directors operates like any other legislative body. Every September, Unit Owners elect the Board members who, in turn, meet frequently (and at least four times per year) and vote on the issues based on what the majority of Association Unit Owners desire or what the Declaration demands. In fact, the Board is legally liable if it does not uphold the Declaration and the following regulations. Serving on the Board is strictly voluntary and, of course, is without financial compensation.

Each of us has different opinions and lifestyles. Like any group which wishes to live in harmony, the objective is to blend the individual's rights with the group's desires. These Rules and Regulations have been established to preserve the beauty and architectural design of the Ashbury Woods community while allowing the majority to live in the manner and lifestyle they choose.

Because of our different lifestyles, it is natural that there will always be those who oppose a particular ruling. For those in the minority on any specific rule or regulation, please keep in mind two points:

- a) Living in an Ashbury Woods Association Unit means one must sacrifice some individual rights or privileges because of the necessity for architectural conformity, the closeness of neighbors and the demands of the Declaration.
- b) If a Unit Owner feels that a rule or regulation is no longer supported by the community, the Declaration gives the Unit Owner the right to petition the community and establish what is, in fact, acceptable to the majority.

These Rules and Regulations were created by a committee of the Unit Owners and approved by the Board of Directors. The Rules and Regulations are binding just like the Declaration; in many cases, the Rules and Regulations are a simpler interpretation of the Declaration. Where applicable, the provisions cited from the Declaration and/or the By-Laws and/or the date of an amendment to a Rule and Regulation approved at an Association meeting are included in italics. It is not the intent of these Rules and Regulations to be a substitute for the Declaration. It is essential that each individual be familiar with all restrictions placed on the use of the Common Elements (including Limited Common Elements) and restrictions placed on architectural and landscaping changes, etc., as outlined in the Declaration. If an Owner does not have, or has not provided a tenant with, a copy of the Declaration complete with documentation on all executed Amendments and the By-Laws attached thereto as Schedule "D", and a copy of the most recently amended Rules and Regulations manual, he/she must purchase and distribute the necessary

material(s) to whomsoever required. These documents are available from the Property Manager at the current cost of Thirty-Five Dollars (\$35.00) per complete set. Sold individually, the Declaration and By-Laws are priced at Twenty-Five (\$25.00); and the Rules and Regulations are priced at Ten Dollars (\$10.00).

1. Enforcement

The Declaration, the By-Laws, and these Rules and Regulations will be enforced, where applicable, by the Village of Hinsdale. All other regulations will be enforced by the Association, which may call upon resources available to it as needed, such as the Hinsdale police, private towing agencies, and so forth. These Rules and Regulations will, if necessary, be enforced through legal action. If an Owner refuses to pay a fine or an assessment within the designated time frame, the amount will be added to the assessment for the next month. If the fine is not paid, legal action to collect the monies due the Association will be taken.

Declaration Article IX, 9.1

By-Law Article II, Section 10

All violations of the Declaration, the By-Laws and the Rules and Regulations are subject to fines as designated by the Board. Any cost for repairs as determined by the Board and all administrative expenses or fees that are incurred are the responsibility of the Unit Owner(s) deemed to be, directly or indirectly, the violator(s).

2. Board Minutes

The proceedings of all Board meetings are kept in the form of minutes by the Board Secretary. These minutes are distributed as soon as possible after approval of the Board and, additionally, are available from the Secretary for any Association homeowner's review.

3. Annual Meeting

The annual meeting of the voting members of the Association (one Owner or authorized representative per Unit) will be held on the second Thursday of September at 7:30 p.m. The Board of Directors may select any other reasonable time or date that is not more than 30 days before or after the second Thursday of September with proper notification to the Association Members.

By-Law Article I, Section 3 and 6

4. General Questions

Any matter of interest to a Unit Owner may be directed to the Property Manager or Board of Directors for response. These matters may include assessment information, insurance claims, information on completing the sale of a Unit, grievances about an Association contractor or another Unit Owner, or general questions about the Association and its administration.

RULES AND REGULATION DEFINITIONS

Abandoned Vehicles

Any vehicle on the Property which is in a state of disrepair rendering it incapable of being driven in its present condition and which has not been used or moved for at least seven (7) consecutive days; **or** which does not have a current, valid vehicle license plate and, if required, a current, valid municipal vehicle sticker; **or** which is such that the acts of the vehicle owner and/or the condition of the vehicle clearly indicate that it has been abandoned.

Act

The Condominium Property Act of the State of Illinois, as amended from time to time thereafter.

Association

The Ashbury Woods Condominium Association, an Illinois not-for-profit corporation which is the governing body of all of the Unit Owners for the maintenance, repair, replacement, administration and operation of the Property as provided in the Act, Declaration and By-Laws. Membership consists of all of the Unit Owners of the Property in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners.

Board

The Board of Directors of the Association which manages the Association as provided for in the Act and is elected in the manner provided for in the By-Laws.

By-Laws

The By-Laws of the Association, attached as Exhibit "D" to the Declaration, as amended from time to time thereafter.

Common Elements

All portions of the Property, except the Units, and including the Limited Common Elements unless otherwise expressly specified herein.

Common Expenses

Any assessments levied by the Association. They are to be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Property and, in particular, for the improvement and maintenance of the Property (including the Common Property), services and facilities devoted to this purpose, and services and facilities related to the use and enjoyment of the homes situated upon the Property.

Declaration, Article VI, 6.1

DEFINITIONS *(Continued)*

Declaration

The Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Ashbury Woods Condominium Association which was recorded in the Office of the DuPage County Recorder on June 13, 1991, as Document No. R91-72239, and as amended from time to time thereafter by a two-thirds majority.

Emergency Vehicles

Ambulances and hospital or medical vehicles of any type; or fire-fighting vehicles of any type; **or** police protection vehicles of any type; or snow plowing vehicles; or Permitted Vehicles, provided that each of the foregoing is being utilized for emergency purposes for the health, safety and welfare of the Unit Owners, residents and other persons on the Property.

Limited Common Elements

A portion of the Common Elements designed to serve, or designated on the Plat as reserved for the benefit of, or, to the extent permitted by law, established by the By-Laws or Rules and Regulations of the Board as reserved for the benefit of a single Unit or adjoining Units, or all of the Units in a single building. The Limited Common Elements include, without limitation, all building Limited Common Elements (as defined in Section 3.5 of the Declaration) and all balconies, stairways, patios and decks (including related fencing) installed by the Developers, driveways, foundations and such portions of the perimeter walls, floors, ceilings, doors and windows and all associated fixtures and structures therein, as lie outside the Unit boundaries. To the extent permitted by law, the Board may, by Rules and Regulations, from time to time designate other portions of the Common Elements as Limited Common Elements appurtenant to a Unit Ownership or Unit Ownerships (including, but not limited to, patios and decks, and such fixtures and all associated pipes, ducts and wiring designed to provide utility services for the Units pursuant to Section 2.5 (b) of the Declaration) as may serve exclusively a single Unit or group of contiguous Units, or all of the Units in a single building. The use of Limited Common Elements may be transferred between Unit Owners subject to limitations and restrictions imposed by the Act, the Declaration, the By-Laws and the Rules and Regulations of the Board.

Managing Agent or Manager or Property Manager

An agent or agency engaged by the Board, at its option, to maintain, repair, replace, administer and operate the Property, or any part thereof, for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve.

NFP Act

The Illinois Not For Profit Corporation Act of 1986, as amended from time to time thereafter.

DEFINITIONS *(Continued)*

Non-Permitted Vehicles

All vehicles other than those defined herein as Permitted Vehicles or Emergency Vehicles including, but not limited to, campers, trailers, cargo or utility or box vans, recreational vehicles, and all other types of non-passenger vehicles and accessories, snowmobiles, or boats; **or** any vehicles without current, valid state license plates and, if required, current, valid municipal vehicle stickers; **or** any vehicles with commercial lettering. Non-Permitted Vehicles are only allowed on the Property if they are stored at all times in a Unit garage and physically fit, with the garage door closed, totally within the garage.

Occupant

Any person or persons, other than a Unit Owner or a tenant, in possession of a Unit.

Permitted Vehicles

Any fully operable passenger-type vehicle which physically fits, with the garage door closed, totally within a Unit garage. Each permitted vehicle must have an Association permit/sticker clearly displayed as outlined in *Section I, Vehicles - Resident Registration*.

Property

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

Rules and Regulations

The Rules and Regulations of the Association as adopted pursuant to the powers available to the Association and the Board. (Not part of the Declaration. See *Declaration* definition above).

Unit

A part of the Property designed or intended for independent residential use as a one-family dwelling. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit, including the garage space bearing the same Unit identification number followed by the letter "G" as shown on the Plat in the Declaration. No structural components of the building in which such Unit is located, and no pipes, wires, conduits, ducts, flues, shafts, or public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements, other than those which are part of the system which serves only a single Unit, shall be deemed part of a Unit.

DEFINITIONS *(Continued)*

Unit Owner/Owner

The person or persons whose estate or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.

Unit Ownership

A part of the Property consisting of one Unit and the undivided percentage interest in the Common Elements allocated thereto as provided in the Declaration.

Village

The Village of Hinsdale, Illinois.

Voting Member

One person with respect to each Unit Ownership who is entitled to vote at a meeting of the Unit Owners.

ASHBURY WOODS CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

The following are the Rules and Regulations of the Board of Directors of the Ashbury Woods Condominium Association, as adopted via Resolution dated May 24, 1994 and as amended via Resolutions on April 6, 1995, February 19, 1996, September 14, 1999 and August 30, 2005 in keeping with the Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for the Ashbury Woods Condominium Association (“Declaration”), The Condominium Property Act of the State of Illinois (“Act”), and The Illinois General Not For Profit Corporation Act of 1986 (“NFP Act”).

I. GENERAL RULES AND REGULATIONS

Accidents and Emergencies

Accidents occurring on Ashbury Woods Condominium Association property involving personal injury or property damage should be reported to the Property Manager as soon as possible by anyone witnessing the accident or discovering the effects.

In the event of an emergency, dial 911 and/or contact the appropriate governmental entities, and contact the Property Manager. Frequently used emergency contact phone numbers are included in the *Reference Section* herein.

Every Unit Owner must complete an Emergency Contact form which is available from, and should be returned to, the Property Manager. The form must be updated on a yearly basis and will be kept on file with the Property Manager.

Architectural Control/Alterations

In order to maintain the uniform appearance of the Buildings and the integrity of the Common Elements (including the Limited Common Elements) and grounds, no Unit Owner may alter the exterior of any Unit or alter any Common Elements or alter any Property grounds (such as adding flower beds, shrubs, trees, attached planters, permanent structures, material modifications, trellises, awnings, sunroofs, canopies or shutters of any type, etc. or such as removing landscaping, storm doors, front window crossbar inserts, etc.). A variance to this regulation is allowed if the Board mandates it for all Units collectively (as was done, for example, with regard to requiring storm doors, front window decorative inserts, and window well covers and determining their styles) or if it is approved by the Board of Directors following written request for a variance by a Unit Owner to the Board. The request is to contain the same information as that called for in the Architectural Variance Request form attached hereto as Exhibit D. At a minimum, requests for variance must include the following:

- a. Name and address of petitioner
- b. Description and purpose of the proposed alteration
- c. Specifications for the alteration
- d. A drawing of the proposed alteration

Any exterior alteration made without approval of the Board or any exterior alteration made with Board approval which it latterly determines does not closely conform to the description and/or purpose and/or specifications as represented in the written request may be ordered removed by the Board at the Owner's expense. If, after thirty (30) days, the removal is not complete, the Board has the right to contract for the removal and charge the Unit Owner for the expenses incurred.

In order to maintain the structural integrity of each unit, no unit owner may alter the interior of any unit by the removal of any interior load bearing wall unless prior to the commencement of said work the unit owner shall have submitted to the Board a written notice of the proposed work, describing the scope of the work and attaching a copy of a current building permit issued by the Village of Hinsdale together with stamped plans signed by a licensed Illinois architect certifying that the plans conform to the current building codes of the Village of Hinsdale. In addition to the above, the unit owner shall submit to the Board prior to the commencement of work, a certificate of insurance from the contractors performing the work.

Declaration, Article III 3.2

By-Law Article V, Section 1

Assessments and Collections

Monthly and Special Assessments ---

All monthly assessments and any special assessments and other lawful charges of the Association are due and payable on the first (1st) day of each month and are delinquent thereafter. A Twenty-Five Dollar (\$25.00) late fee will be assessed on any payment received after the fifteenth (15th) day of the month and on any payment of less than the full amount of all assessments and other charges which are due in any given month. Such fees will be added to and deemed part of the Unit Owner's Common Expenses.

By-Law Article IV, Section 2

Insufficient Funds ---

Checks returned from the Association's bank due to insufficient funds or for any other reason will not be presented to the bank for collection a second time. The Unit Owner will remain obligated to submit the full amount of all assessments and other charges due by the fifteenth (15th) of each month. If a replacement payment is not received by the Association by the end of the fifteen (15) day late fee grace period, a Twenty-Five Dollar (\$25.00) late fee will be imposed. In addition to the late fee, the Owner is also liable for payment of any fees charged by the Association's bank as a result of the returned check. Under appropriate circumstances, the Board has the authority to credit back any late charges which may have been added to the Unit Owner's account.

Delinquent Payments ---

Delinquent payments of Common Expenses, including those assessed, will be charged an additional Twenty-Five Dollars (\$25.00) thirty (30) days after the late fee has been imposed. The Association may also accelerate the decision to proceed in equity to foreclose the assessment lien and/or bring an action at law against the Unit Owner in accordance with the provisions of the Declaration and the By-Laws. Once legal action commences, all legal fees and costs are assessed to the Unit Owner as required by the Declaration and the By-Laws.

Declaration, Article VI, 6; Declaration, Article VII, 7.3

Itemized Accounting ---

The Board will annually supply all Unit Owners with an itemized accounting of the expenses of the Association for the previous year together with a tabulation of the assessments collected for the year.

By-Law Article IV, Section 4

Bicycles

Bicycles are not to be parked or stored on the Common Elements or the Limited Common Elements (the Limited Common Elements include balconies, patios and decks).

Board Meetings and Association Records

Board meetings, except executive sessions as permitted by law, are open to all Unit Owners, and Owners are encouraged to attend. Board meetings are called from time to time at the discretion of the Board, at least four (4) times annually, and appropriate notice will be provided to all Owners. As required by law, the books and records of the Association are available for inspection by Unit Owners for any proper purpose at reasonable times, provided that reasonable advance notice is provided to the Property Manager of the Association to arrange same.

By-Law Article II, Sec. 4

By-Law Article IV, Sec. 8

Chimney Flue Liners

In order to minimize damage to exterior chimney masonry and tuckpointing, all owners of masonry chimneys whose hot water heaters and/or furnaces are vented through said chimney, are required to install a chimney liner to minimize the effects of condensation on the chimney brick, and consequently the furnace and hot water heaters. In order to maintain uniformity of quality and materials, the Association shall contract to have installed said chimney liners and shall bill each affected unit owner for the pro-rata installation cost of said chimney liners.

Declaration, Article III, 3.1(c)

Clothes Drying

The drying of clothes is confined to the Unit interiors. No clothing, bedding, laundry, rugs, etc. may be hung out on any portion of a Unit exterior or on the Common Elements or on the grounds.

By-Law Article V, Section 1

Commercial, Religious or Professional Uses

The Units are to be used only for residential purposes as private residences, and no industry, business, trade, occupation or profession of any kind - commercial, religious, educational or otherwise - will be permitted in any Unit or on the Common Elements. An office or studio is permitted as long as it does not interfere with the quiet enjoyment or comfort of the residents and does not become principally an office or studio rather than a single-family residence. Any variance from residential use must be expressly permitted by Section 9-102 of the Village of Hinsdale Zoning Code.

Declaration, Article III, 3.6

Common Elements - Definition, Rights and Activities

As established in *Rule and Regulation Definitions*, Common Elements are defined as all portions of the Property except the Units, and including the Limited Common Elements, unless otherwise expressly specified otherwise. The right to use and possess Common Elements, including Limited Common Elements, is subject to and governed by the provisions of the Act, of the Declaration, of the By-Laws, and by the Rules and Regulations of the Board. The Board additionally has the right and authority, subject to the provisions of the Declaration and the By-Laws, to grant leases, licenses and easements with regard to the Common Elements exclusive of the Limited Common Elements.

Declaration, Article II, 2.4

No activities that damage Common Elements or are noxious, offensive, annoying or a nuisance will be allowed.

By-Law Article V, Section 1

Unit Owners are responsible for their own activities and for their pets' and guests' activities, as well as for the activities of all others living in their Units and including their guests, and for any damages resulting from those activities. Any Common Element property which is damaged by the conduct of a Unit Owner or by any of those for whom he/she bears responsibility will be repaired by the Association and specially assessed to that Unit Owner or, at the Board's option, will be required to be repaired by the Unit Owner at his/her expense. Any determination of whether or not the Unit Owner is responsible is subject to the Rules and Regulations as outlined in Section V

Declaration, Article III, 3.1

Policies and Procedures Regarding Enforcement.

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Declaration, Article III, 3.1

Policies and Procedures Regarding Enforcement.

Storage of any kind is expressly prohibited on the Common Elements unless an area is expressly designated for such purpose.

Declaration, Article III, 3.7

Toys, bicycles and other recreational or entertainment items must be removed from the Common Elements after use and cannot be left out overnight. Any questionable item is to be dealt with by the submission, for Board approval, of an architectural variance application.

By-Law Article V, Section 1

Contact with Association Contractors, Attorneys, Accountants and Other Vendors

Residents and Owners are not allowed to contact Association contractors, attorneys, accountants and other vendors to direct activity on the Association's behalf or for the individual benefit or service to the Owner or resident. Only those designated agents, Directors or Committee Chairs may be in contact with Association vendors. In the event that an Owner or a person for whom he/she is responsible does contact any Association vendor directly, that Owner will be liable for any and all costs associated with the unauthorized activity.

Decks, Patios and Balconies

Unit Owners are responsible for keeping decks, patios and balconies clean, orderly and free from clutter. Clothing, sheets, blankets, laundry and similar objects are not to be hung out or exposed on them. They may not be used for storage, other than for storage of barbeque grills and lawn furniture. Furnishings and other items kept outdoors on the decks, patios and balconies of each Unit such as barbeque grills and planters/containers are to be well maintained and presentable. No deck, patio or balcony is to be used as a pet run. Unit Owners are responsible for any damage caused by objects placed on decks, patios and balconies which are blown from them.

In the event of any complaints, the Board can require Unit Owners to remove debris, wood, logs, planters, clay pots, or lawn furniture if too much clutter exists in the opinion of the Board.

During the season they are in use, barbeque grills and related materials are to be stored on the deck of the grill's owner. Use only gas barbeque grills on the decks or balconies. For safety reasons and to be in compliance with Association insurance regulations, charcoal and wood burning grills must be moved off the decks or balconies while in use, extinguished after use, and moved back to the decks as soon as they have safely cooled down.

Decks, patios and balconies may not be enclosed, painted, varnished, or altered in any way, and no signs or notices may be posted on them. No installations such as awnings, canopies, trellises or other structures or devices may be affixed to their walls or surfaces without proper petitioning as detailed earlier in this Section under *Architectural Control*. Patios only, and only temporarily, may be decorated for such occasions as Christmas if the decorations are in accordance with all Rules and Regulations described in this Section under *Decorations - Temporary*.

In the event of any complaints, the Board can require Unit Owners to remove debris, wood logs, planters, clay pots or lawn furniture if too much clutter exists in the opinion of the Board of Directors. Unit Owners shall have one week (seven days) from the date request is made by the

Board to remove clutter after which time the Board shall have the right to have said clutter removed from the premises and disposed of accordingly.

All wooden decks, railings, brick patios, balconies, privacy walls and supporting deck piers shall at all times be properly maintained and repaired by the unit owners to which said limited common elements are attached.

In order to maintain uniformity of color, materials and workmanship, the Association shall specify the materials and processes for refinishing and/or restaining, and shall contract at least every 3 years, unless otherwise determined in the Board's sole discretion to have all wooden decks, balconies, railings and privacy walls refinished or restained.

The Board shall have absolute right to direct and contract for the repair or replacement of deteriorating decks, balconies, privacy walls and supporting deck piers, if in its sole discretion, it determines said repairs or replacements are necessary or required by reason of structural or safety concerns or necessities.

Any refinishing, restaining, repair or replacement of decks, balconies, railings, privacy walls, supporting deck piers or deck boards shall be at the unit owners sole cost and expense, including any additional or incidental damage, repair or expense to any adjoining privacy wall or deck damaged as a result of the condition requiring repair. The Association shall bill each individual unit owner for the pro-rata cost of any such refinishing, restaining, repairs or replacements of any decks, balconies, railings, privacy walls, supporting deck piers or deck boards.

All work on said wooden decks, brick patios, balconies, railings, privacy walls and supporting deck piers is to be performed solely by contractors hired by the Association. Any replacements of wooden decks, balconies, railings, privacy walls and supporting deck piers shall be determined by the Board on an "as needed" basis.

Any repairs or replacements of brick patios shall be determined by the Board on an "as needed" basis.

Declaration, Article III, 3.4

Decorations - Temporary

Christmas and other holiday outdoor decorations and lights may be put out no earlier than Thanksgiving and must be removed by January 20th of the following year. Only decorations which are placed on Unit doors, windows, or patios are permitted. Additionally, exterior lights may also be placed on trees and bushes in Common Element areas which are, because of electrical safety concerns, within four (4) feet of the Unit exterior. Care must be taken neither to damage dormant plant life nor to negatively impact the neighbors with illumination. All exterior lights must be white. Decorations and lights cannot be nailed or screwed to any part of the Buildings. Non-defacing fasteners specifically designed for outdoor holiday decoration should be used for temporary attachment to existing structures. No decorations or lights which create a safety hazard will be permitted. Front door wreaths are acceptable only if over-the-door hangers are used.

By-Law Article V, Section 1

For such occasions as Halloween or special personal celebrations (birthdays, anniversaries, new baby, graduation, etc.), please be courteous to neighbors and take all decorations down from doors, windows and patios immediately and completely after an event concludes.

Any damage caused by the hanging of decorations is to be repaired by the Unit Owner responsible or costs incurred by the Association for repair will be charged to the Unit Owner. Any costs incurred to have decorations removed, if they are not removed in a timely or complete fashion, may also be charged to the Unit Owner.

Draperies and Window Coverings

All temporary window coverings must be removed and replaced with the permanent window treatments within forty-five (45) days of occupancy by the Unit Owner or tenant.

Declaration, Article III, 3.3

Emergencies

See *Accidents*.

Exterior Doors & Storm Doors

All exterior doors, storm doors, unit entry door frames and glass frames shall be maintained, repaired or replaced by the respective unit owners to whose units they are attached. It shall be the responsibility of each homeowner to maintain, repair or replace any damaged or worn storm doors, hardware and window glass and screens. In order to maintain uniformity of color, materials and workmanship, the Association shall contract at least every 3 years to have the exterior front door and wooden door frame sanded and revarnished and/or restained, unless the Board determines, in its sole discretion, that any exterior door is out of compliance, in which event, said revarnishing or restaining shall occur following said determination and shall be completed by contractors hired by the Association. The unit owner shall cooperate with the Association's contractor in coordinating the completion of said work. The Association shall bill each individual unit owner for the cost of said revarnishing. Notwithstanding the above, any individual unit owner may petition the Association in writing to have their exterior door sanded and revarnished and/or restained more frequently at said individual unit owners sole cost and expense.

Declaration, Article III, 3.4

Fireplace Maintenance

For safety, and to be in compliance with Association insurance regulations, those Unit Owners with wood burning fireplaces are responsible for having their fireplace flues and chimneys inspected annually and cleaned as needed to ensure that the creosote buildup does not exceed 1/15".

Declaration, Article III, 3.7

Garage Sales

No garage sales may be held without written notification of intent to the Property Manager and written pre-approval by the Board of Directors.

Garages

Garages are to be used primarily for the parking of Permitted Vehicles.

For security and uniform appearance, all garage doors must be kept closed except when entering or exiting or when a resident is using the garage area. For safety reasons, nothing is to be stored in any garage that might create a danger of fire or explosion or that might create harmful or offensive fumes. Car engines are not to be left running in garages and barbequing is prohibited.

Garage Doors

Maintaining the exterior finish of the garage door and the repair or replacement of the garage door shall be the individual unit owner's responsibility. In order to maintain uniformity of color, materials and workmanship, the Association shall contract at least every 3 years to have the exterior finish of the garage doors repainted unless the Board determines, in its sole discretion, that any garage door is out of compliance, in which event, said repainting shall occur following said determination and shall be completed by contractors retained by the Association. The unit owner shall cooperate with the Association's contractor in coordinating the completion of said work. The Association shall bill each individual unit owner for the cost of said repainting. Notwithstanding the above, any individual unit owner may petition the Association in writing to have their exterior garage door repainted more frequently at said individual unit owners sole cost and expense. If the garage door must be replaced for any reason, it is the responsibility of the unit owner.

Declaration, Article III, 3.4

Garbage, Rubbish, Trash

All garbage, rubbish and trash is to be disposed of in proper Unit garbage receptacles. No garbage, rubbish, or trash may be kept on driveways, patios, decks or balconies. Garbage, rubbish and trash may only be stored in garages on a temporary basis and regularly set out for collection.

By-Law Article V, Section 1

Garbage Collection

Non-recyclable materials should be placed in covered garbage containers.

Garbage receptacles may be placed on residents' driveways no earlier than sunset the evening prior to collection and must be removed by the evening of garbage collection. Residents are responsible for removing any remaining debris remaining around the Unit, including the Common Element areas, after garbage collection.

Glass

All glass within windows, window wells, exterior doors and storm doors requiring maintenance, repair or replacement is the responsibility of the Unit Owner.

Declaration, Article III, 3.4

Guests/Visitors

Residents are responsible for their guests and visitors (and the guests/visitors of their guests) and are expected to direct them to abide by all the Association guidelines, and especially as they apply to parking, use of the Common Elements, and vehicle speed on the Property. For specifics as to Guest/Visitor parking procedures, see *Vehicles - Guests/Visitors* later in this Section.

Insurance

Nothing may be done or kept in any Unit or on the Common Elements, including the Limited Common Elements, which will increase the rate of insurance or result in cancellation of insurance on the Property or contents thereof, applicable for residential use, without prior written consent of the Board.

Declaration Article III, 3.8

By-Law Article V, Section 1

Irrigation System/Inground Sprinklers

Residents should inform the Association if they notice any non-performing sprinklers on the Property. They should not make any personal adjustments to the irrigation system. Any damage caused to the system by digging will be the responsibility of the Unit Owner.

Lake

There is to be no dumping of trash, swimming, boating or skating allowed on or in the lake located on the Property.

Leaflets/Literature

Any person seeking to distribute literature on the Property, with the exceptions of United States mail and official Association notices, must first deliver to the Property Manager a copy of the item to be distributed and must state the name, address and phone number of the person(s) who are the authors of the publication and the person(s) sponsoring or distributing the publication. The Association, at its discretion, will approve or disallow the distribution.

If the above provision is violated, or if the literature so distributed is in any way disposed of on the Property, the Unit Owner held responsible will be assessed all costs and expenses for the collection of the disposed literature and any attorneys' fees or administrative time costs that may be necessary to ensure proper enforcement of these provisions.

Lighting - Exterior Fixtures

Exterior fixtures on the garages and patios are equipped with photo sensor lights. The switches for these fixtures should be left in the “on” position at all times for security reasons and for consistency of Property appearance. Residents are to report burned out bulbs in exterior fixtures (Unit garages, decks and front entries) and in Common Element fixtures to the Property Manager. Exterior light bulbs are replaced at the Association’s expense. Residents should not attempt to change the bulbs themselves.

Maintaining or replacing all damaged, broken or worn out exterior light fixtures shall be the individual unit owner’s responsibility. The repair or replacement of damaged, broken or worn out exterior light fixtures shall be performed by the Association. To assure uniformity of appearance and quality, the Association shall designate a standard exterior light fixture and shall install all replacement exterior light fixtures similar in appearance to the existing light fixtures. Any repair or replacement of exterior light fixtures shall be performed by contractors retained by the Association and the cost of said work and exterior fixtures shall be at the unit owners the sole cost and expense. Periodic light bulb replacement shall be performed by the Association as an Association expense.

Declaration, Article III, 3.4

Maintenance Requests

Maintenance requests are to be submitted to the Property Manager.

Moving Vans

Any resident engaging a moving van must notify the Property Manager at least two (2) days prior to the move to establish a parking arrangement for the van which best provides for uninterrupted general vehicular traffic on the Property.

Neighborhood Watchfulness

Suspicious activity of any kind should be reported to the Property Manager or to the police. The Property Manager will in turn report the activity to the Hinsdale Police Department so that it will take action to investigate the incident. If a resident is unable to contact an authorized member of the Association, he/she should immediately notify the Hinsdale Police Department directly.

Newsletter

The Ashbury Accolade, an informational newsletter for the Ashbury Woods Condominium Association community, is published periodically throughout the year. Any resident may submit an appropriate item of interest to the Property Manager for publication. Mail all submissions to the Property Manager.

Noise

No resident may operate any machines, appliances, accessories or equipment in such manner as will cause an unreasonable disturbance to others on the Property. Loud music or noise of any kind that is disturbing to other residents will not be permitted.

Pest Control

The Association has contracted to have the Property barriers sprayed monthly. Report any further Common Element pest control issues to the Association. Pest control within Units, including garages, is the responsibility of the residents.

Planting by Residents

The Declaration currently prohibits any permanent plantings by individual residents without permission of the Board. All planted materials (trees, shrubs/bushes, ornamental grasses, etc.) are the responsibility of the contracted landscaper as directed by the Association. Aside from general maintenance for appearance (occasional watering, removal of noticed debris, stray weed pulling), residents are not to trim, remove or alter the plantings in any way. An architectural variance application and Board approval of the application are necessary prior to the creation of any new flower beds. Non-permanent plantings (annual flowers) may be undertaken without applying for an architectural variance.

Both a written architectural variance request (see Exhibit D attached) and an approval by the Board are required, subject to review by the contracted landscaper, before any plantings may be added to or altered by a resident. Plantings so approved and completed by a Unit Owner are to be the responsibility of and properly maintained by that Owner unless otherwise directed by the Board. Any plantings done by a resident without prior approval or which are not properly maintained will, at the discretion of the Board, be removed.

Signs

No signs of any kind may be placed in the windows of the Unit or on any exterior portion of any Building or structure on the Property, including the Unit itself. No signs may be placed on the Common Elements except a maximum of two (2) appropriate, pre-approved signs (garage sale, open house, etc.).

By-Law Article V, Section 1

Snow Removal

Snow removal from driveways will be performed by a designated company with whom the Board has established a contract. Every effort should be made to move resident and guest vehicles from driveways, Visitor parking spaces and all other areas along Ashbury Drive when over two inches (2") of snow is forecast. Vehicles should be placed in either Unit garages or on off-Property locations until snow removal is complete.

Structures - Temporary and Permanent

No structure of a temporary character is to be erected or constructed at any time, either temporarily or permanently, anywhere on the Property. This will include, and is not limited to, trailers, storage buildings, sheds, shacks, garages, barns or other outbuildings.

Vehicle Speed on the Property

The maximum speed anywhere on Ashbury Drive is ten (10) miles per hour.

Vehicles - Guest/Visitor Parking

Residents are responsible for the compliance of each of their guests and visitors to all parking provisions, including those pertaining to snow removal. Unit Owners, directly responsible or indirectly found responsible by the Association for non-compliance, will be held ultimately accountable for timely payments of all charges (i.e. towing, etc.) assessed by the Board to their Units.

Guest parking is not intended for the storage (either temporary or permanent) of non-resident or resident vehicles. Guest parking is also not intended for use by non-resident commuter/student parking. PLEASE DO NOT ISSUE YOUR GUEST PARKING PERMITS FOR THE ABOVE OR SIMILAR PURPOSES.

All guests/visitors should park in Visitor parking spaces or on Ashbury Drive if no Visitor spaces are available and, in the interest of equitably sharing the limited parking resources, Visitor parking spaces are only intended to provide guests with space of a temporary/short-term nature. No visitor or guest will be allowed to park in Visitor parking (total time spent in all Visitor parking areas will be combined) for an ongoing period in excess of three (3) weeks. If an extension is needed for a special circumstance, the resident involved should notify the Property Manager. The Board, at its discretion, may grant an temporary extension of parking privilege if justified and may, as well, charge a user fee. The Association will provide two (2) guest/visitor parking permits per Unit. If you anticipate more than two (2) guests at any time, please notify the Property Manager.

Declaration, Article II, 2.4

Vehicles - Resident Parking

Due to the limited exterior parking areas for residents and visitors, the following parking policy for residents best addresses the needs of the whole community and is set out in order of priority:

Each Unit has a two (2) car garage which is the primary parking area for all residents' Permitted Vehicles and the only area available for Non-Permitted Vehicles.

As a secondary measure, residents may park in their driveways. Parking on driveways is limited to a maximum of two (2) cars. If parking on driveways, at no time may residents obstruct their neighbor's driveway. Any resident with a vehicle which is obtrusive because of size, length, etc. may apply in writing to the Board for approval to rent a parking space in Visitor Parking. The

cost of repairing any damage to a driveway which is caused by parking on it (vehicle fluid stains, additional settling, etc.) will be the responsibility of the Unit Owner.

Residents have the right to park in Unit garages and Unit driveways (Limited Common Element areas). They do not have the right to park in Common Element parking areas. These spaces are intended to provide temporary guest/visitor parking. If a resident feels he/she has a justifiable need to park a Permitted Vehicle in a Visitor parking space, he/she may submit a written rental request to the Board outlining the reason(s) for the application. The Board, at its discretion, will approve or disallow the request. If approved, the Board will charge a monthly pro-rated fee of Fifty Dollars (\$50.00) to that resident's Unit, due and payable on the first of each month. With thirty (30) days written notice, the Board may terminate any Visitor parking rental.

Declaration, Article II, 2.4

Violation of Parking Rules and Regulations

The Board, at its discretion, may authorize a vehicle parked in violation of any parking provision to be towed off the Property after giving seven (7) days' written notice to the owner of the vehicle. All towing charges will be the responsibility of the Owner of the vehicle. The Board has the authority to engage a private towing agency.

Declaration, Article III, 3.7

The Board additionally has the authority to immediately tow any vehicle when an unsafe or critical condition exists. All towing charges will become a lien upon the Unit Owner who owns the vehicle or bears responsibility for it as described above.

By-Law Article V, Section 1

Vehicles - Resident Registration

It is the responsibility of each resident to supply to the Property Manager the current, valid license number, model type and year of manufacture of each Permitted Vehicle he/she maintains on the Property so that a vehicle registry can be formed to enhance Property security and to ensure compliance with parking provisions. As they occur, all subsequent changes in information must be reported to the Property Manager or assessed penalties will pertain.

A permit will be issued for each Permitted Vehicle, up to a maximum of four (4) permits per Unit. Permits must be permanently affixed and clearly displayed on all Permitted Vehicles at all times.

II. RULES AND REGULATIONS REGARDING PETS

No animals, livestock or poultry of any kind may be raised, bred or kept in any Unit or on the Common Elements except for dogs, cats or other common household pets and provided that they are not kept, bred or maintained for any commercial purpose. A maximum of two (2) conventional, domestic animals may be maintained as pets in any Unit (fish and small birds are excluded from this restriction). Unit Owners with more than two (2) pets in their Unit prior to

the passage of this regulation are exempt, but only for those specific pets, and they may neither acquire more nor replace the current pets beyond the maximum of two (2).

Out of respect for all the residents and as a courtesy to the community, pet owners are responsible for removal of all animal waste on the Property. All fecal matter left on the Property is to be immediately picked up, bagged and disposed of properly. Decks and patios are not to be used as dog runs.

All pets must be leashed while outdoors anywhere on the Property and cannot be left unattended.

No pet will be allowed to create a nuisance or unreasonable disturbance or damage any of the Common Elements of the Property.

Each Unit Owner is responsible for the actions of pets of anyone residing in or visiting his/her Unit, and the costs incurred by the Association of repairing damage caused by a pet will be assessed as a Common Expense to the Unit Owner held responsible.

Any Unit Owner who has been found to have been guilty of more than three (3) violations in a year of the above rules, in any combination, shall be deemed liable for having a pet which causes or creates a nuisance or unreasonable disturbance within the meaning of the Declaration. Thereafter the Board, after consideration of the facts and circumstances, may elect to order the Unit Owner to have the pet removed permanently from the Property upon thirty (30) days' written notice to the Unit Owner from the Board or its duly authorized agents. The Board's decision is final and binding.

Declaration, Article V, 1

Declaration, Article III, 3.1

By-Law Article V. Section 1

III. RULES REGARDING SALE AND CLOSING OF A UNIT

One (1) For Sale real estate sign and one (1) Open House or otherwise approved real estate sign are allowed per Unit, provided that no sign is larger than two (2) feet by three (3) feet; and provided that each sign to be displayed is pre-approved by the Property Manager with regard to Property appropriateness as to wording, appearance and placement.

In the event of any resale of a Unit, the Association will provide to any Unit Owner, upon ten (10) days' written notice to the Board or its authorized agents, a statement of his/her account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner (Assessment Letter). The Association or management company may charge a reasonable fee for this service. At present, the fee is Fifty Dollars (\$50.00).

The seller(s) must meet the following requirements:

1. All appropriate assessments and any penalty assessments due the Association must be paid in full prior to closing. Any fees due to the Association at closing will be taken from the proceeds of the sale through a lien.
2. Prior to or at the closing, the seller must provide to the buyer a current copy of the Declaration which contains Exhibit "D", the By-Laws, and all documentation regarding ratified Amendments, and a copy of the Rules and Regulations manual.

Declaration, Article VI, 6.4

The buyer(s) must immediately complete and return the following to the Property Manager:

1. Association Emergency Contact
2. Vehicle Registration forms for all Permitted Vehicles

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

In order to maintain the quality of life and property values of the Ashbury Woods community, the Association amended the Declaration on March 12, 1998 to henceforth prohibit the rental, leasing, subleasing or other tenancy arrangement of Units by a Unit Owner, any descendant of a Unit Owner, or any contract purchaser. There are two exceptions provided:

1. Unit Owners may lease their Unit once for a one (1) year period during their term of ownership. Owners may not exercise such right until they have owned the Unit for one year. After the Owners have leased their Unit for this one (1) year period, to meet special situations and to avoid undue hardship or practical difficulties, the Board may, but is not required to, grant permission to a Unit Owner to lease his/her Unit to a specified lessee for a period of six (6) months on such reasonable terms as the Board may establish. Such permission may be granted by the Board only upon written application by an Owner to the Board, setting forth all reasons why he/she is entitled to same. The Board shall respond to each application in writing within thirty (30) days of the submission. Any decision made by the Board pursuant to this request will be made at an open meeting. The Board has sole and complete discretion to approve or disapprove any Unit Owner's application for a lease. The Board's decision will be final and binding. Any lease approved by the Board will be subject to the provisions of the Declaration, By-Laws and Rules and Regulations governing the Association. Failure to abide by these covenants and Rules and Regulations may result in revocation of the hardship status.
2. Any Owners or contract purchasers who made rental or leasing arrangements prior to the effective date of this Amendment are not affected by the passage of this Amendment. They remain entitled to rent or lease their Units until such time as their interest in their Units is sold or otherwise transferred.

Declaration, Article III, 3.10

Each Unit Owner who does not reside in a Unit owned by him or her must provide the Board with his/her permanent residence address and a phone number where he/she may be reached in an emergency, both at home and at work. Any expenses incurred by the Board to locate a Unit

Owner who has failed to provide such information will be assessed to that Unit Owner as a Common Expense. Unless otherwise provided by law, any Unit Owner who fails to provide such information is deemed to have waived the right to receive notices at any address other than the address of the Unit. The Board will not be liable for any resultant loss, damage, injury or prejudice to the rights of any such Unit Owner caused by any delays in receiving notice.

No Unit Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes.

Every lease must be in writing and will be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association. The Association must be given both a signed original lease and Rider (financial information may be stricken) to every lease of any Unit on the Property prior to the occupancy date of said lease. Any expenses incurred by the Association in obtaining these documents will be assessed to the responsible Unit Owner as a Common Expense.

Declaration, Article III, 3.6

Each Unit Owner is responsible for providing his or her tenant(s) with current copies of the Declaration, By-Laws, and Rules and Regulations, including all ratified Amendments. They are available for purchase from the Property Manager at the current cost of Thirty-Five Dollars (\$35.00) per complete set. Sold individually, the Declaration and By-Laws are priced at Twenty-Five (\$25.00); and the Rules and Regulations are priced at Ten Dollars (\$10.00).

Declaration, Article III, 3.5

If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board, in its discretion, will determine what action or actions will be taken against the Unit Owner or tenant, as the case may be. The Owner is ultimately responsible for the actions of their tenant(s). If the Board determines that a violation or a series of violations warrants termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease. All expenses of the Board, in connection with any violation under these rules, will be assessed to the account of the responsible Unit Owner as a Common Expense.

V. POLICIES AND PROCEDURES REGARDING ENFORCEMENT

The following process will be used to ensure compliance with the Rules and Regulations.

Before Filing a Complaint

Consider carefully the seriousness of the violation and possible alternative remedies before filing a complaint. The enforcement procedure, once initiated, requires the Board and property management to expend a great deal of time and attention to the situation until it is resolved. If a complaint is filed which is deemed by the Board to be of a frivolous nature, it will fine the complainant Fifty Dollars (\$50.00) for the first occurrence, and One Hundred Dollars (\$100.00) for any subsequent filing.

Filing a Complaint

Any complaint which alleges that a Unit Owner, Occupant, tenant, guest or visitor violated a provision of the Declaration, By-Laws or Rules and Regulations is to be made in writing addressed in c/o the Association's Property Manager and is to contain substantially the same information as that set forth in the Violation Complaint - Witness Statement attached hereto as Exhibit A. At a minimum, the complaint is to set forth:

1. The name, address and phone number of the complaining witness.
2. The name and address of the Unit Owner personally responsible for the violation or deemed responsible for the violation because of the action(s) of a person or persons which he/she caused for any reason to be on the Property.
3. The specific details or description of the violation, including the date(s), time(s) and location where the violation occurred.
4. A statement by the complaining witness that he/she will cooperate in the enforcement procedures and will provide testimony, if necessary, at any hearings or trial.
5. The signature and address of the complaining witness and the date on which the complaint is being made.

Association Review of Complaint

Matters brought to the attention of the Board will be evaluated as to whether or not there has been a violation of the provisions of the Declaration, By-Laws, or these Rules and Regulations, and the matter will be investigated. The Unit Owner to whom the complaint is directed will be notified by the Board in writing should the incident appear to be in violation. Alternatively, the Board may elect to forward the matter to the Association's attorney for appropriate action if it deems that the alleged violation is such that serious, immediate or irreparable consequences may occur because of delay and/or that the alleged violation is not the first violation by the Unit Owner. The Association's attorney, if contacted regarding the violation, is to send such notices, make such demands, and/or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws and Rules and Regulations of the Association. All legal expenses and costs incurred will be assessed to the Unit Owner's account if the Unit Owner is found guilty of the violation.

Notification to Unit Owner(s) of Complaint

If the Unit Owner has violated or is otherwise liable for a violation in the opinion of the Board, the Unit Owner will be notified of the alleged violation by the Association or its duly authorized agent(s). The notification will be in a manner prescribed by the Board in a form similar to the **Notice of Violation** attached hereto as Exhibit B. The Unit Owner, upon receiving the notice, must immediately correct the situation at his/her own expense and/or cease the act, whichever applies, and so notify the Board of compliance.

Protesting the Complaint

If the Unit Owner charged with a violation either believes that no violation has occurred or that he/she has been wrongfully or unjustly charged, the Unit Owner must proceed as follows:

1. Within fourteen (14) days after the Notice of Violation has been served on the Unit Owner pursuant to the provisions herein, the Unit Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing a Request for

Hearing form, attached hereto as Exhibit B, Page 2, and by returning it to the Association's Property Manager.

2. If a request for a hearing is filed, a hearing on the complaint will be held before the Board as deemed necessary. The hearing will be conducted no later than four (4) weeks after delivery of the written request.

3. At any such hearing, the Board will hear and consider arguments, evidence and/or statements regarding the alleged violation. First to speak will be any person(s) having direct knowledge of the alleged violation. The alleged violator and any witnesses on his/her behalf will then be allowed to speak. Following a hearing and due consideration, the Board will issue its determination regarding the alleged violation. The decision of the Board will be made by a majority vote and will be final and binding on the Unit Owner and the Association.

4. Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein will not become due and owing until the Board has completed its determination. Notification of the Board's determination will be made in a form similar to the Notice of Determination Regarding Violation, attached hereto as Exhibit C.

Continuing Non-Compliance

Should no written protest be filed within fourteen (14) days and the Board not be notified of compliance, a hearing will be considered waived, the allegations in the Notice of Violation will be deemed admitted by default, and appropriate sanctions will be imposed. The Unit Owner will be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by the Board.

Penalties for Violations

If any Unit Owner is found to have violated personally or is otherwise liable for a violation of any provision of the Declaration, By-Laws, or Rules and Regulations of the Association, the following will occur:

First and Non-Continuing Violation

If found to be guilty of a first and non-continuing violation of a provision of the Declaration, By-Laws or Rules and Regulations, the Unit Owner(s) will be assessed Twenty-Five Dollars (\$25.00) as part of their Common Expenses for the time, costs and expenses resulting from the notification and hearing. Payment of these charges is not due and owing until the Board of Directors has completed its determination. (*Section 18.4 of the Illinois Condominium Property Act*). At the hearing, the Board may decide to issue a warning to the Unit Owner(s) that, if any further violation of the given provision occurs, a fine will be imposed. In the alternative, the Board may elect to assess a fine. In coming to its determination, the Board will consider factors including, but not limited to the length of time the violator has owned a Unit or resided on the Property; whether the violation was committed by the Unit Owner(s) and, if not, the extent of control the Unit Owner(s) had or should have had over the violator's conduct; the familiarity of the violator with the regulation; the severity of the violation; and other appropriate factors. After a full hearing, the Board will state its determination regarding the alleged violation. The decision of the Board of Directors will be final and binding on the Unit Owner(s). For a single

incident of violation, the fee will be Twenty-Five Dollars (\$25.00).
Declaration, Article III, 4.4

Second or Continuing Violation

If found to be guilty of a second or continuing violation (first incidence not resolved within the fourteen (14) day protest period), the Unit Owner(s) shall again be notified of the violation as stated above. At this time, the Unit Owner(s) shall be assessed an additional Fifty Dollar (\$50.00) fine. A fine of Twenty-Five Dollars (\$25.00) will be imposed for a single incident of violation. A fine of Five Dollars (\$5.00) per day for a violation of a continuing nature will be imposed, commencing the day after the fourteen (14) day protest period and terminating on the date that the Unit Owner(s) become compliant. These fines will be added to the next month's assessment due to the Association.

Further or Continuing Violation or Failure to Pay Fines

Upon further or continuing violations by any Unit Owner or failure to pay the fines within the designated time period, the matter will be forwarded to the Association's attorney for appropriate legal action. All legal fees resulting from this legal action will be charged to the Unit Owner(s)' account. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.

Additional Penalties for Damage and Additional Further Remedies

If found to be guilty of any violation, including a first violation, a Notice of Determination of Violation may also require the Unit Owner(s) to correct any damage or any unauthorized condition on the Property for which they have been found responsible; to pay the costs of any repairs which have previously been made; and to pay any legal expenses and costs incurred by the Association as a result of the violation. All legal expenses and costs incurred will be assessed to the Unit Owner(s)' account.

In the event that any violation has resulted in damage to any Common Property, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the Property, the Unit Owner(s) will be given one (1) further Notice of Violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days of receipt of this notice (of a second violation), the Association will proceed to have the violation corrected. To encourage Unit Owners to correct violations at their own time and expense, and to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any Unit Owner who forces the Association to correct a violation the cost of labor and materials as well as an administrative charge of Twenty Dollars (\$20.00) or Ten Percent (10%) of the total cost of labor and materials, whichever is greater.

The remedies hereunder are not exclusive and the Board may, in addition, take any action provided at law, in equity, or in the Declaration or the By-Laws to prevent or eliminate violations of any of the provisions of the Association Declarations, By-Laws or Rules and Regulations.
By-Law Article 11, Section 10

Payment of Assessed Penalties

Unit Owner(s) assessed penalties will pay any charges imposed within thirty (30) days of receipt of notification that such charges are due. Failure to make the payment within this time will subject the Unit Owner(s) to all of the legal or equitable remedies necessary for the collection of the imposed assessments. All fines or penalties will be added to the following month's regular assessments.

Declaration, Article VII, 7.1

Serving of Notification

A notification is deemed served:

- a) The day of delivery, if the notice is personally delivered, couriered, or faxed; or
- b) Three (3) days following deposit of the notification in the United States mail, provided that the notice has been sent both by regular first class mail and by certified mail (return receipt requested, postage prepaid) to the Unit Owner at the Unit address or to such other address as the Unit Owner has previously filed with the Board; and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For Units held in trust, a notice may be sent either to the address of the trustee or to such address as has been provided to the Association by the trustee or the beneficial Unit Owner of the trust.

Declaration, Article III, 3.1

ARTICLE VI – DELEGATION OF REPAIR & REPLACEMENT OF COMPONENT ITEMS

The Board from time to time is delegated the responsibility to adopt, publish and distribute to unit owners and potential unit purchasers a component responsibility list setting forth the respective maintenance repair and replacement responsibilities for building component items. Said list shall designate what is the Association's or unit owner's responsibility with regard to the maintenance, repair or replacement of said component items. A copy of said component responsibility list shall be on file with the property manager, copies of which shall be distributed to unit owners and potential purchasers upon written request.

By-Law, Article II, Section 10)

Payment of Assessed Penalties

Unit Owner(s) assessed penalties will pay any charges imposed within thirty (30) days of receipt of notification that such charges are due. Failure to make the payment within this time will subject the Unit Owner(s) to all of the legal or equitable remedies necessary for the collection of the imposed assessments. All fines or penalties will be added to the following month's regular assessments.

Declaration, Article VII, 7.1

Serving of Notification

A notification is deemed served:

- a) The day of delivery, if the notice is personally delivered, couriered, or faxed; or
- b) Three (3) days following deposit of the notification in the United States mail, provided that the notice has been sent both by regular first class mail and by certified mail (return receipt requested, postage prepaid) to the Unit Owner at the Unit address or to such other address as the Unit Owner has previously filed with the Board; and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For Units held in trust, a notice may be sent either to the address of the trustee or to such address as has been provided to the Association by the trustee or the beneficial Unit Owner of the trust.

Declaration, Article III, 3.1

ARTICLE VI – DELEGATION OF REPAIR & REPLACEMENT OF COMPONENT ITEMS

The Board from time to time is delegated the responsibility to adopt, publish and distribute to unit owners and potential unit purchasers a component responsibility list setting forth the respective maintenance repair and replacement responsibilities for building component items. Said list shall designate what is the Association's or unit owner's responsibility with regard to the maintenance, repair or replacement of said component items. A copy of said component responsibility list shall be on file with the property manager, copies of which shall be distributed to unit owners and potential purchasers upon written request.

By-Law, Article II, Section 10)

REFERENCE SECTION

Association Mailing Address

c/o Association's Current Property Manager

Emergency Contact Numbers

<i>Hinsdale Police Emergency</i>	<i>911</i>
<i>Hinsdale Police, Non-Emergency</i>	<i>(630) 789-7070</i>
<i>Hinsdale Fire, Emergency</i>	<i>911</i>
<i>Hinsdale Fire, Non-Emergency</i>	<i>(630) 789-7060</i>
<i>Hinsdale Village Offices</i>	<i>(630) 789-7000</i>

Exhibit A

VIOLATION COMPLAINT – WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all the information you know. If information is unknown, please so indicate. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO THE VIOLATION:

<i>Witness Name</i>	<i>Address</i>	<i>Unit No.</i>	<i>Phone</i>
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Names, Addresses (including Unit Addresses) and Phone numbers of any other Witnesses

INFORMATION CONCERNING VIOLATOR (AND UNIT OWNER , IF DIFFERENT):

<i>Violator's Name</i>	<i>Address</i>	<i>Unit No.</i>	<i>Phone</i>
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<i>Unit Owner</i>	<i>Address</i>	<i>Unit No.</i>	<i>Phone</i>
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INFORMATION CONCERNING VIOLATION:

<i>Violation Date</i>	<i>Time</i>	<i>Location</i>
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Section(s) of Declaration, By Laws or Rules and Regulations which was/were violated.

WITNESS OBSERVATIONS:

I make the above statements based on my personal knowledge and not upon what has been told to me. I will cooperate with the Association and its attorneys to provide additional statements or affidavits and, in the event a hearing or trial is necessary, I will appear to testify as a witness. If I refuse to testify after filing this complaint, I agree to pay all costs and attorneys' fees lost by the Association as a result of my failure to testify.

Signature

Date signed

Exhibit B

NOTICE OF VIOLATION

Date: _____

To: _____

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

You are hereby notified, as the Unit Owner of Unit _____ at Ashbury Woods, that you are charged with the following violation of the Association 's By Laws or Rules and Regulations. The actions complained of occurred on or about _____ (date/year), and are described as follows:

*The Association is governed by its Declaration, By Laws and various Rules and Regulations which you are charged with violating. Please note that you must take the actions outlined in the Association 's Policy and Procedures Regarding Enforcement if you believe the charges are unjustified. **Under the Rules, if you fail to request a hearing within fourteen (14) days or fail to appear at a hearing of these charges, you will be found guilty by default and fines, charges, costs, expenses and legal fees may be assessed against you and added to your account.***

If a violation exists which has not already been corrected, and you fail to make an appropriate correction, you will receive one (1) Notice of Violation after which the Association will correct the violation at your expense to which an administrative charge in the minimum amount of Twenty Dollars (\$20.00) will be added. Please consult the Association 's Rules and Regulations for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form to the Association at the address below within ten (10) days of receipt of this letter.

Very truly yours,

By: _____

Title: _____

REQUEST FOR A HEARING

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____ alleging a violation of the Declaration, By Laws or Rules and Regulations of the Ashbury Woods Condominium Association.

Unit Owner 's Signature

Unit Owner 's Name – Printed

Address

City

State

Zip Code

Phone Number

Date

Exhibit C

NOTICE OF DETERMINATION REGARDING VIOLATION

Date: _____

To: _____

On _____ (date), you were notified of a violation of the Declaration, By Laws or Rules and Regulations of the Association. Pursuant to Association rules:

A hearing was held at your request.

You were found not guilty and no action will be taken.

You have admitted to the violation by default and have waived your right to request a hearing regarding the alleged violation or you were found guilty at the requested hearing. After considering the complaint, the following determination has been made and the following action(s) will be taken:

A _____ (1st, 2nd, etc.) violation of the Association's Declaration, By Laws or Rules and Regulations has occurred, and a daily fine in the amount of \$ _____ is now due. **A fine will be imposed each day for a continuing violation until the violation has been eliminated and the Association has been notified.**

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

Legal expenses in the amount of \$ _____ have been incurred by the Association and are now due.

Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.

As a result of a second or subsequent violation, the Board has instructed its attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

By: _____

Title: _____

Exhibit D

ARCHITECTURAL VARIANCE REQUEST FORM

Please complete this application and return it, with all required documentation, to:

c/o Association's Current Property Manager

A sketch or photograph of all proposed improvements must be submitted and attached to the application to show location and dimensions. Applications submitted after the 5th day of each month will not be presented to the Board for consideration until the following month.

Name *Address* *Unit No.*

Date *Home Phone* *Business Phone*

If you are a tenant, so indicate, and provide the Unit Owner(s) Address and Phone number(s).

NATURE OF IMPROVEMENT

Color (if applicable): _____
Location (if applicable): _____
Dimensions (if applicable): _____
Construction material: _____
Supplier: _____

Please note that improvements and architectural modifications, once approved by the Board of Directors, are still subject to final approval by the Hinsdale Building Department. Obtaining such approval and required building permit(s) are the sole responsibility of the owner.

I/We understand the rules and regulations concerning the proposed improvement. I/We agree to abide by the rules as set forth by the Board of Directors and/or the Architectural Control Committee (if such committee exists) and will be solely liable for the upkeep, maintenance and encroachment that this improvement may make on a neighbor's private property or on Common Elements.

Signature

Date signed