

CHAMBORD PROPERTY OWNERS ASSOCIATION

RULES AND REGULATIONS

Adopted: March 10, 2009

TABLE OF CONTENTS

TABLE OF EXHIBITS iii

CONTACT SHEET iv

INTRODUCTION 1

I. DEFINITIONS AND INTERPRETATION. 2

 A. DEFINITIONS..... 2

 B. INTERPRETATION..... 4

II. GENERAL RULES. 5

 A. MOVING IN OR OUT. 5

 B. NOISE, MUSIC, ETC..... 5

 C. DRAPERIES AND WINDOW COVERINGS..... 5

 D. OWNER INFORMATION..... 5

 E. DRIVING SPEED LIMIT AND OBEYING TRAFFIC SIGNS..... 5

 F. INSURANCE..... 5

 G. APPEARANCE OF LOT AND UNIT’S EXTERIOR..... 5

 H. PEACEFUL USE..... 6

III. RULES REGARDING THE USE, ADMINISTRATION, AND APPEARANCE
OF THE PROPERTY. 7

 A. ASSESSMENTS AND COLLECTIONS. 7

 B. BOARD MEETINGS AND ASSOCIATION RECORDS..... 7

 C. DISTRIBUTION OF LEAFLETS..... 7

 D. SIGNS, NOTICES, AND ADVERTISEMENTS..... 8

 E. MAINTENANCE. 8

 F. EXTERIOR ALTERATIONS. 9

 G. ANTENNAS/SATELLITE DISHES..... 10

 H. AWNINGS OR SUNROOFS. 11

 I. PATIOS, DECKS, AND FRONT AND REAR LANDSCAPING. 11

 J. MISCELLANEOUS. 12

 K. COMMON AREA. 12

 L. GARAGES..... 13

 M. GARBAGE AND TRASH..... 13

 N. LANDSCAPING. 14

 O. HOLIDAY DECORATIONS..... 14

 P. LIGHTING..... 14

 Q. DOORS..... 15

 R. WIRING..... 15

 S. SEAL COATING AND PAINTING..... 15

TABLE OF EXHIBITS

- EXHIBIT A - VIOLATION COMPLAINT -- WITNESS STATEMENT
- EXHIBIT B - NOTICE OF VIOLATION
- EXHIBIT C - NOTICE OF DETERMINATION REGARDING VIOLATION
- EXHIBIT D - RECORD OF VEHICLE VIOLATION
- EXHIBIT E - PARKING VIOLATION NOTICE
- EXHIBIT F - SATELLITE DISH AGREEMENT
- EXHIBIT G - RIDER TO LEASE
- EXHIBIT H - CENSUS FORM
- EXHIBIT I - ARCHITECTURAL / LANDSCAPE CHANGE REQUEST FORM (ACR)
- EXHIBIT J - SATELLITE TV DISH SPECIFICATION (TV DISH SPEC)
- EXHIBIT K - LANDSCAPE EDGING AND RETAINING WALL SPECIFICATION
- EXHIBIT L - NEW WINDOWS / SLIDING GLASS DOOR SPECIFICATION
- EXHIBIT M - ENTRANCE DOOR AND GLASS SPECIFICATION
- EXHIBIT N - ANNUAL UNIT INSPECTION CRITERIA AND REPORT FORM
- EXHIBIT O - METAL SPECIFICATION FOR GUTTERS, DOWNSPOUTS
- EXHIBIT P -- CHAMBORD PAINT COLOR SPECIFICATION
- EXHIBIT Q - ROOF SPECIFICATIONS
- EXHIBIT R - COACH LIGHTS SPECIFICATION
- EXHIBIT S - CHAMBORD FRONT PORCH/STAIRS/WALKWAY REPAIR OR
REPLACEMENT SPECIFICATION
- EXHIBIT T - CHAMBORD WOOD RESTORATION/REPLACEMENT SPECIFICATION
- EXHIBIT U - CHAMBORD GARAGE DOOR SPECIFICATION

CONTACT SHEET

Any Owner requiring maintenance of the Common Areas should contact the Managing Agent. Normal maintenance should be reported during regular business hours, which are 9:00 a.m. – 4:30 p.m., Monday – Friday (excluding holidays).

Any Resident wishing to file a complaint alleging a violation of the Governing Documents must do so in writing as outlined in Section VII of the Rules and Regulations and forward to the Association's attention at the address below.

Managing Agent and direct all written correspondence to:

Oak & Dale Properties, Inc. 211 W. Chicago Avenue #10 Hinsdale, IL 60521

Phone (630) 323-8810

Fax (630) 323-8910

E-mail: debbieb@oakanddaleproperties.com

ONLY IN CASES OF EMERGENCY SHOULD THE MANAGING AGENT BE CONTACTED AFTER NORMAL WORKING HOURS.

An after hours voicemail system is provided at the above phone number to report EMERGENCY SITUATIONS that are an immediate threat to life and property. If you call this number, your emergency will be forwarded to the Managing Agent, who will address the situation.

The Managing Agent will not, however, contact the police and/or fire departments on your behalf. It will be your responsibility to do so by dialing 911.

INTRODUCTION

All rules, regulations, restrictions, and covenants contained in the Declaration and By-Laws are incorporated as part of the Rules and Regulations and are subject to the enforcement policies set forth in the last section of the Rules and Regulations. Capitalized terms used in the Rules and Regulations shall have the meanings ascribed to such terms in Section I.A. In the event a term used in the Rules and Regulations is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Declaration or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found. To the extent that the provisions of applicable law, the Declaration, By-Laws, or the Rules and Regulations are in conflict, the provisions of the applicable law shall first control, followed by the provisions of the Declaration, the By-Laws, and the Rules and Regulations, in that order.

Pursuant to the Declaration and By-laws, the Board has both the authority and obligation to adopt and publish the Rules and Regulations governing the use and maintenance of the 176 Units and of the Common Area and facilities, and the personal conduct of Owners, Tenants, and their Guests thereon, and to establish penalties for any infraction thereof. The Rules and Regulations have been presented, discussed, and approved by the Board to preserve the health, safety, and welfare of the Owners, and the Common Area premises under their jurisdiction and responsibility.

The Rules and Regulations are binding on all Owners, Residents, Tenants, families, and Guests and shall apply uniformly to all such individuals. Additionally, the Owner is directly responsible for the actions of his/her Residents, Tenants, families, Guests, and pets, is liable for their compliance with the Governing Documents, and is subject to fines for any violations of the Governing Documents. Exceptions to the Rules and Regulations may be made only in writing, signed by the Board or its Managing Agent following a written request by an Owner.

The Rules and Regulations may be amended as deemed appropriate by the Board.

I. DEFINITIONS AND INTERPRETATION.

A. Definitions.

As used in the Rules and Regulations, the capitalized terms below have the following meanings.

1. **Abandoned Vehicle** – Any vehicle that: (a) in a state of disrepair, rendering it incapable of being driven in its present condition; (b) has not been used or moved for seven or more consecutive calendar days; (c) does not have a current, valid vehicle registration and/or vehicle sticker, if required; and (d) is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.
2. **ACR** – The Architectural/Landscape Change Request Form, attached hereto as Exhibit I.
3. **Association** – Chambord Property Owners Association, an Illinois Not-For-Profit Corporation.
4. **Board** – The Board of Directors of the Association.
5. **By-Laws** – The By-Laws of Chambord Property Owners Association, which were recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, on June 12, 2008, as Document No. 2008-06120217.
6. **Commercial Vehicles** – All vehicles bearing signs, printing, or equipment referring to any commercial undertaking or enterprise.
7. **Common Area** – The Common area of the Association, as defined in the Declaration, and areas accessible to all Owners.
8. **Common Expense or Assessment** – Any amount which the Board may assess or levy against an Owner, either individually or collectively, including regular annual assessments, special assessments, and charges or expenses or assessments that are levied pursuant to the Governing Documents.
9. **Declaration** – The Amended and Restated Declaration of Chambord Property Owners Association, which was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois, on June 12, 2008, as Document No. 2008-06120217.
10. **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 when being used for emergency purposes for health, safety, and welfare of the Owners, Residents, and other persons on the Property.

11. Governing Documents – The Declaration, By-Laws, Rules and Regulations, and any other governing document approved by the Board.
12. Guest – A visitor of a Resident and/or Owner.
13. Managing Agent – The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.
14. Non-Permitted Vehicles – All vehicles other than Permitted Vehicles.
15. Non-Resident Owners – Owners not living on the Property.
16. Owner – The owner or owners of a Unit, as revealed by the public records. Where the Owner is a Trust, the beneficial owner(s) of the Trust shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.
17. Permitted Vehicles – Passenger-type automobiles, vans, trucks, SUVs, motorbikes and motorcycles that are registered and licensed to be ridden on public roads and highways; provided, however, that Permitted Vehicles shall not include: (a) vehicles with more than four wheels; (b) vehicles that cannot be driven into a Unit's garage and stored in a Unit's garage with the garage door closed; (c) boats, trailers, buses, recreational, commercial or non-passenger type vehicles; (d) vehicles without valid state license plates, appropriate municipal vehicle sticker, or Association sticker, if required; (e) vehicles in a condition, which in the opinion of the Board is unsightly and/or impedes entry and exit from a Unit when parked on a Unit's driveway; (f) any vehicle carrying ladders; (g) Commercial Vehicles; (h) limousines or hearses, whether or not used for personal purposes; or (i) Abandoned Vehicles.
18. Property – All the real property against which the Declaration has been recorded, including any improvements thereon.
19. Resident – Any person who resides on the Property.
20. Rules and Regulations – These Chambord Property Owners Association Rules and Regulations, as adopted pursuant to the powers granted to the Association and the Board.
21. Tenant – A Resident who is not the Owner.
22. Unit – A townhome situated on a portion of the Property as defined in the Declaration as shown on the assessment plat that is conveyed to the Owner.

B. Interpretation.

For purposes of the Rules and Regulations: (1) whenever from the context it is appropriate, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine, or neuter gender shall include the masculine, feminine, and neuter gender; (2) unless otherwise specified, any reference in the Rules and Regulations to an existing document, schedule, or exhibit shall mean such document, schedule, or exhibit, as it may have been or may be amended, modified, or supplemented; (3) unless otherwise specified, all references in the Rules and Regulations to Sections are references to Sections of the Rules and Regulations; (4) the words “herein,” “hereof,” and “hereto” refer to the Rules and Regulations in its entirety rather than to a particular portion of the Rules and Regulations; (5) captions and headings to Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation of the Rules and Regulations; and (6) unless otherwise specified, “include,” “includes,” and “including” are not limiting.

II. GENERAL RULES.

A. Moving In or Out.

Moving in or out of a Unit shall be done in a manner and at times so as not to disturb or inconvenience other Residents or damage the Common Area.

B. Noise, Music, Etc.

No noise, music, or other sounds will be permitted at any time in such a manner as to disturb or annoy other Residents within the Common Area or any Unit.

C. Draperies and Window Coverings.

Temporary coverings, such as sheets, bedspreads, etc., must be removed within a 60-day period after occupancy of any Unit, unless otherwise approved by the Board.

D. Owner Information.

All Owners are required to complete and submit to the Managing Agent, the Board, and the Association a census form, attached as Exhibit H. It is the Owner's responsibility to ensure that the information is kept current. This information will be kept confidential and proprietary; provided, however, that the Association may publish a community directory for Owners that contains the name, address, and telephone number(s) of Owners who have not opted out of the directory on their census form. The census form will be used by the Managing Agent, the Board, and the Association to manage the affairs of the Association.

E. Driving Speed Limit and Obeying Traffic Signs.

The driving speed limit for the Property is 20 MPH with due reduction in speed at times when children or pedestrians are present or weather conditions dictate. Moreover, all Owners, Guests, Residents, Tenants, or other individuals on the Property must obey all traffic signs. Reckless or unsafe operation of a motor vehicle will not be tolerated.

F. Insurance.

Owners are responsible to provide insurance for the exterior, interior, and common walls of their Unit, personal property, Unit contents, furnishings, and personal liability as outlined in the Declaration. In addition, Owners must provide a certificate of insurance or a copy of the declarations page of their homeowner's insurance policy to the Managing Agent at the time of closing and annually thereafter upon the policy's renewal. The Association must be named as an additional insured on the policy.

G. Appearance of Lot and Unit's Exterior.

Each Owner shall keep his or her Unit in a state of preservation and cleanliness in conformance with the Governing Documents. No Owner shall permit his or her Unit exterior, including the

landscaping, to fall into a state of disrepair for lack of maintenance or caretaking of grounds creating an unsightly condition in the opinion of the Board.

Additionally, if a Unit is to remain empty for a period of time due to vacation, relocation, etc., the Resident is responsible to ensure that items such as mail, newspapers, deliveries, etc., are not allowed to accumulate on the Property.

H. Peaceful Use.

No Owner shall do or permit to be done, whether in his or her own Unit or on the Common Area (including streets), anything that will disturb or annoy the Residents or do or permit to be done anything that will constitute a hazard or endanger or damage the person or property of other Owners or otherwise interfere with the rights, comfort, or enjoyment of other Owners in the peaceful use and enjoyment of an Owner's Unit or the Common Area.

III. RULES REGARDING THE USE, ADMINISTRATION, AND APPEARANCE OF THE PROPERTY.

A. Assessments and Collections.

Payments should be made payable to "Chambord Property Owners Association" and are due and payable on April 1st of each year to the Association through the Managing Agent or as otherwise directed from time to time.

To the fullest extent permitted by law, a late charge of \$33.00/month plus interest will be added to all Owners' accounts whose assessments are not received by May 31st of the year due. Any account in arrears more than sixty days will be forwarded to the Association's attorney for collection. Any and all costs incurred by the Association in collecting delinquent assessments will be charged back to the Owner per the Governing Documents. These costs may include attorney fees, court costs, and management company fees. Additionally, the Board reserves the right to enforce delinquent collection procedures through court actions and restriction of rights and privileges related to voting and serving on the Board.

All other charges, including bill backs, legal fees, and fines, to an Owner's account are due upon invoicing and are considered late if not received by the 13th day after invoicing. An interest charge as allowed by law will be added to the Owner's account.

B. Board Meetings and Association Records.

Board meetings are open to all Owners. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Owners. If an Owner should wish to address the Board, the Owner must provide the Managing Agent with one week's written notice along with an explanation of the topic to be addressed, and a time limit will apply.

As required by law, the books and records of the Association are available for inspection of Owners for any proper purpose at reasonable times, provided that ten business days advance notice is given to the Association.

C. Distribution of Leaflets.

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

If an Owner violates the above provisions, or if the literature so distributed is in any way disposed of on the Property, the Owner shall be assessed all costs and expenses for collection of the disposed literature and any attorney's fees or administration time that may be necessary to insure proper enforcement of these provisions.

All solicitors have been banned from the development at the request of the Owners. Should you find that some have gained entrance, please ask them to leave and alert the Managing Agent.

D. Signs, Notices, and Advertisements.

Advertising signs for business or commercial activities are prohibited everywhere on the Property. This includes interior/exterior display in windows, doors, and patio/deck doors. However, non-illuminated political signs, with sizes less than three feet wide by two feet high may be displayed two weeks before an election to the day of election. At that time, all signs must be removed.

Owners are permitted to display "For Sale," "For Rent," or "Open House" signs only in a Unit window. The signs must not exceed three feet in width and two feet in height and must be removed as soon as the sale or lease has been consummated.

No "Garage Sales" are permitted. For in-the-house sales only, one "Estate Sale" sign may be erected on the resident's property only on the day of the sale. It must not be erected prior to 6:00 a.m., and must be removed by 7:00 p.m. on the day of the sale.

U.S. flags may be displayed on the front of Units or on decks only with appropriate mounting device and in accordance with the federal guidelines established for flag flying.

Owners are permitted to display security signs only in a Unit window. The signs must not exceed one foot in width and one foot in height.

E. Maintenance.

All Common Area maintenance requests should be sent to the Managing Agent for consideration.

Owners are responsible for ensuring that any repair, replacement, change, etc., that is visible from the exterior of the unit match in color, size, material, and location to the Rules and Regulations.

Owners are responsible for repair and maintenance of the interior and exterior of their unit including the roof, gutters and downspouts, attic fans, all doors (including garage doors), glass surfaces, window systems, patios, decks, and any other landscape and/or structural additions/changes approved by the Board.

If, upon inspection, the Board deems any of the Owner-maintained areas to be in disrepair, the Owner will be notified by the Managing Agent and given a reasonable timeframe in which to make necessary repairs. Inspections will occur at least annually after which time Owners will receive a copy of the inspection report and be advised of what is in need of repair. If repairs are not made in the allotted time frame, the Association will proceed with the violation corrections, and the Owner will be assessed for the full cost of labor and materials required.

A list of the approved specifications for repair/replacement projects of Owner-maintained elements can be found in the Exhibits to the Rules and Regulations. However, prior to making any exterior repair/replacement an ACR must be forwarded to the Board for approval.

F. Exterior Alterations.

No alterations of any kind (including additions, removals, or changes) may be made to the exterior (or visible from the exterior) portions of any building, including roofs, siding, patios, decks, all exterior doors/storms, windows and the like, without prior written approval from the Board.

Additionally, no color alterations may be made to any part of the exterior of the unit (or visible from the exterior of the unit), including garage doors, external woodwork, and metal cladding, without prior written approval of the Board.

Architectural Control is deemed necessary to preserve the architectural, structural, and cosmetic integrity of the Units. Prior to any type of exterior installation or maintenance on a Unit property or on the Common Area, an Owner is required to submit an ACR to the Managing Agent for review and written approval by the Board. All Board approvals must be in writing.

No building, fence, wall, antenna, awning, or other structure shall be commenced, erected or maintained upon a Unit, nor shall any replacement, addition to, or change or alteration visible from the exterior, including color, therein be made, except as approved by the Board. Written plans and specifications, showing the proposed nature, kind, shape, heights, materials, and location, shall be submitted to and approved in writing by the Board. Such approval is required to maintain harmony of external design and location in relation to surrounding structures and topography.

Fences and shingles shall not be stained or painted.

The cost of installation, maintenance, or replacement of a privacy fence or landscape retaining wall shall be borne by an Owner, or if shared, borne equally by the Owners of the two Units involved.

No changes shall be made in the color of the exterior of Units, including windows, doors, eaves, gutters, downspouts, or metal cladding.

All requests for any architectural modifications to details, color, materials, or features visible from the exterior of any Unit must first be submitted to the Board for its approval on an ACR. The Owner must complete the form and supply all the requested information and comply with all the requirements contained in the Form. The Board shall have thirty days after the next monthly meeting following receipt of the form with complete information by the Management Company to review and mail a written decision to the Owner.

Any Owner erecting or responsible for the erection of a structure or modification of a Unit in violation of these provisions shall be required to remove said structure, and/or restore the Unit to its previously approved (not necessarily as-purchased) condition. Further, the Board reserves the right for any changes made without its prior approval to remove the alteration and have the related costs billed back to the owner in violation.

G. Antennas/Satellite Dishes.

No antennas, for any purpose other than satellite dishes (installed for the purpose of expanding television viewing), may be attached or mounted to any portion of the Property unless it is done within the Owner's Unit or indoors in an area that serves only the Owner's Unit.

NOTE: All wiring, except temporary seasonal lighting, must be run inside the unit and not be externally visible more than two bricks above the unit foundation.

The installation of a satellite dish may be only done so in accordance with the following provisions:

1. Any Owner interested in installing a satellite dish one meter or less in diameter must notify the Association's Management company no fewer than thirty days prior to the date of installation and complete an ACR, a Satellite Dish Agreement, and Installation Application. Satellite dishes greater than one meter in diameter are prohibited.
2. The Board requires satellite dishes to be installed per the Association specifications contained in Exhibit J attached hereto. Under no circumstances may a tree or shrub on the Common Area be removed or trimmed to gain access to satellite signals. Additionally, the Board does request that all attempts be made to match the dish color to the color of the area it is affixed to so as to blend in as opposed to standing out.
3. To protect the health, safety, and welfare of the residents, all satellite dishes must be professionally installed by a licensed satellite dish provider and securely mounted in a manner that it will not fall and injure someone below. If at all possible, existing wires should be used. The Owner must provide the Managing Agent with a copy of the installer's certificate of insurance.
4. To protect the health, safety, and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the satellite dish. The cost of this inspection may be assessed back to the owner installing the dish.
5. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the Owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
6. The Owner shall at all times keep the satellite dish in good repair. Failure to do so after five days notice from the Board may result in the removal and storage of the dish all at the Owner's expense.

7. The Owner shall be responsible to fund the cost of any maintenance, repair, or replacement to the Property resulting from installation of the satellite dish. In addition, the owner must restore the Property to its original condition upon removal of the dish.
8. Prior to installation of the dish the owner must execute the agreement and application attached hereto as Exhibit F.
9. Upon transference of the ownership or occupancy of the Unit, the Owner who had the dish installed must remove the dish prior to conveyance and restore the property to its original condition upon removal of the dish.
10. All satellite dishes shall be constructed in strict compliance with the Rules and Regulations. Any deviation from the Rules and Regulations without the written consent of the Board may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal, storage, and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The Board shall set the fine in accordance with approved guidelines for fines.

H. Awnings or Sunroofs.

No Owner-installed attached awning, sunroof, canopy, trellises, or exterior shutters of any type are permitted, without prior Board approval.

I. Patios, Decks, and Front and Rear Landscaping.

1. Residents shall keep patios, decks, and front and rear landscaping clean, orderly, and free from clutter.
2. Except as expressly permitted herein, patios, decks, and front and rear landscaping may not be enclosed or altered or the appearance changed in any way without the prior written consent of the Board. Patios, decks, and front and rear landscaping may be decorated with pots/baskets that are affixed to wooden structures.
3. Patios, decks, and front and rear landscaping may not be used for storage. However, on patios and decks, barbecue grills, lawn chairs, and other items usually associated with patios and decks may be stored. Outdoor storage of firewood for fireplaces is restricted to one-half face cord and can be stored in an orderly fashion only on a patio or on/under a deck. The area underneath decks may be used for orderly storage of barbecue grills, lawn chairs, garden hoses, and firewood.

4. Clothing, sheets, blankets, laundry, and similar objects shall not be hung out or exposed on patios, decks, front or rear landscaping, or Units.
5. The Association will specify the color of all exterior wood surfaces including decks. The Association will assume the responsibility of painting all wood surfaces, excluding top surface of decks at the time of painting of each building. For those Owners wishing to stain their decks, the Association will provide each owner with specifications of the color, material specs, and manufacturer of deck stain. Variance from the approved specifications without prior written Board approval will be considered a violation of the Exterior Alteration provision set forth in Section III.F.

J. Miscellaneous.

1. No bicycles or motorized vehicles shall be placed on, or operated on, the grass portion of the Common Area and may not be stored on patios and decks. No basketball backboards or other game equipment shall be permanently installed on or near any garage, driveway, parking area, or in any other area of a Unit or on Common Area. Portable play equipment, such as portable basketball backboards must be stored in the garage when not in active use.
2. Permanently installed playground equipment is prohibited.
3. Ornamental front yard decorations, including fountains, statues, benches, bird bathes, bird feeders/houses, etc., require Board approval prior to installation.

K. Common Area.

1. Storage of any kind is expressly prohibited on or in Common Area unless the Board expressly designates the area for such purpose.
2. All toys, recreational equipment, personal property, and the like must be removed from Common Area by sunset and placed indoors.
3. Any games or other activities, which create a nuisance, damage any Common Area, or disrupt the peace, are prohibited on or in any portion of the Common Area.
4. Sandboxes and infant pools are restricted to an Owner's own patio or deck.
5. Owners may not enclose any portion of the Common Area with a fence or other boundaries, excluding electronic, invisible dog fences, without prior Board approval.
6. Any trees, shrubs, or planting installed or removed on the Property must be approved by the Board.

7. No swimming pools, whirlpool, or hot tubs are allowed outside of a Unit or on Common Area.

L. Garages.

1. Garage doors, insofar as possible, should be kept closed when not in use and should be closed at night to prevent intrusion by animals and pests and to discourage theft.
2. No exterior alterations may be made to garage doors.
3. Garages shall be used primarily for storage of vehicles. At no time shall the garage area be used for a business workshop or storage of materials for any business. Care and consideration for others must be exercised if the garage is used for minor repair or maintenance of vehicles. Repairs are prohibited on the streets or in parking areas.

M. Garbage and Trash.

1. All recycling materials must be placed in a recycling container acceptable to the waste hauler. Acceptable bins may be purchased from the waste hauler. All bins are to be kept within the Unit and may be placed outside for collection no earlier than 5:00 p.m. on the day prior to pickup. All empty bins must be collected and placed within the Unit no later than 7:00 p.m. the day of garbage collection. Bins are not to be stored in any area of the Common Area and must not be visible from any part of the Common Area except during the times detailed above.
2. All remaining waste must be placed in securely fastened plastic bags, bins, or containers and placed outside for collection at the same time as the recycling bins. This includes all materials discarded from any renovation/remodeling activity. Garbage bags, discarded renovation/remodeling materials, and containers, must be kept within the Unit at all times, other than for pickup.
3. Additional Rules:
 - a. Garbage bags/bins and recycling bins must be placed on the driveway of the Owner's Unit. Bags, bins, etc. must not obstruct mailboxes and ends of driveways.
 - b. Residents responsible should remove any litter remaining on the ground after garbage pickup.
 - c. Residents are responsible for litter to the Common Area that has resulted from their activities or that of their Guests.

- d. Each Resident is responsible for locating their trashcan and recycling bin, no matter where on the Property they may be. Residents are encouraged to return lost bins to the address identified on the bin.
- e. Used furniture, appliances, etc., for collection by not-for-profit organizations may only be placed outside on the day of pickup. The Association recommends all items of this type remain in the Unit and pickup by organizations be done from there. Large disposal items will not be removed from the property by the waste hauler without prior arrangements being made with the waste hauler. It is the individual Owner's responsibility to make all necessary arrangements.
- f. Excessive storage of garbage and/or recycling materials is considered a health and safety hazard and is prohibited.
- g. If, at any time, the waste hauler changes any policies regarding the recycling program, it will be the responsibility of each Resident to comply with the new policies.
- h. Garbage and recycling pickup on weeks containing a generally recognized holiday will be delayed by one day. Residents should delay placing items on the curb by one day.

N. Landscaping.

- 1. Any proposed changes, additions, or deletions of permanent plant stock or landscape materials must be submitted to the Board for approval in writing using an ACR.
- 2. Annual bedding plants or bulbs may be added to the Owner's unsodded beds. All plantings, including vegetable or fruit plants, are permitted on patios or decks without prior written approval of an ACR.

O. Holiday Decorations.

- 1. Seasonal decorations shall not be installed any earlier than one month before and must be removed no later than one (1) month after the date of the holiday. Any decoration retainers or fasteners, such as gutter clips or nails utilized in the installation of the decorations shall also be removed no later than one month after the date of the holiday.
- 2. Outdoor decorations are permitted on the exterior of a Unit. Winter holiday lights on bushes and trees and freestanding decorations are also acceptable.

P. Lighting.

- 1. Only Malibu-style lights are permitted on Owner's Property without prior Board approval.

2. Coach lights must be per spec Exhibit R.
3. Small white lights are permitted on patios or decks without prior Board approval.

Q. Doors.

All doors must maintain the color, material, and style agreed upon by the Association, as specified in Exhibit L and Exhibit M. The Board must approve all new installations prior to initiation of work. The Owner must maintain all doors in good repair.

R. Wiring.

All wiring, except temporary seasonal lighting, must be run inside the unit and not be externally visible more than two bricks above the unit foundation.

S. Seal Coating and Painting.

1. The Association shall paint the exteriors of Units on a four-year cycle or as extended by warranty.
2. The Association shall seal coat the Unit driveways once every three years.

IV. RULES REGARDING PETS.

No animals, other than domestic dogs, household cats, or birds kept in cages, shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred, or maintained for any commercial purpose. No other animals shall be allowed unless otherwise approved by the Board. Any animal of an inherent dangerous nature or propensity shall not be kept in any Unit or on the Common Area.

The Association supports all York Township/DuPage County Ordinances pertaining to pets. The Rules and Regulations will be enforced in accordance with violation guidelines outlined herein, which may be in addition to any York Township/DuPage County fines. In all instances, Owners must comply with all ordinances of York Township/DuPage County.

No Resident who owns a dog or cat shall permit such animal to run at large anywhere on the Property or to leave the Resident's premises unless the animal is securely restrained by a leash or chain and in a manner that will prevent the animal from biting or harming any person or other animal. A responsible person will hold the leash and keep the pet off other Owners' private property including front yards and rear patios at all times.

No Resident shall harbor or keep any animal that disturbs the peace by loud noises at any time of the day or night.

Pets are not permitted to relieve themselves on patios, decks, streets, or sidewalks. Dogs are to be walked on the street until reaching one of the three designated areas for dogs: (A) the triangle formed by the junction of Normandy South at Normandy East; (B) the West Side of La Tour at Avenue Royal; and (C) the cul-de-sac of Avenue Barbizon.

The owner of every animal shall be responsible for immediate removal and sanitary disposition of any solid excreta deposited by his/her animal(s) anywhere.

No pet shall be allowed to create a nuisance or unreasonable disturbance, or to damage any Common Area or private property. No Resident shall permit or allow his/her animal to: (A) molest persons or vehicles by chasing or barking or biting; (B) attack other animals or Residents and their Guests; (C) damage property; or (D) bark, whine, or howl excessively.

Only three pets per household are allowed unless otherwise approved by the Board. No pet may be housed, or kept, even for less than 24 hours, in any Unit garage.

No pet shall be tied to a tree, building, or in any manner be restrained outdoors without the presence of its owner, excluding electronic, invisible dog fences. Fences to restrain pets, other than electronic, invisible dog fences are not allowed.

An Owner is responsible for the actions of pets of anyone residing in or visiting his or her Unit, and the costs of repairing any damage, or the cost of any personal injury caused by a pet shall be assessed to the responsible Owner as a Common Expense. If this damage is not repaired upon reasonable notification, the Association may repair and charge such repair back to the Owner. The

Owner will save and hold harmless the Association against any loss or liability of any kind or character whatsoever arising from or emanating from the presence of a pet on any Unit or Common Area.

Any Owner who has been found to be guilty of more than three violations of the above rules, within a one-year period, shall be deemed to be liable for having a pet that causes or creates a nuisance or unreasonable disturbance within the meaning of the Governing Documents. Thereafter the Board, after consideration of the facts and circumstances, may elect to report the problem to the DuPage County Animal Control Authority and/or order the Owner to have the pet removed permanently from the Property upon thirty days written notice to the Owner from the Board or the Managing Agent.

V. VEHICLE REGULATIONS.

A. General Rules Regarding Vehicles.

1. All Permitted Vehicles owned by a Resident must be listed on the census form required pursuant to Section II.D and display a sticker issued by the Association. All driveway parking must leave the streets free and clear. Unregistered vehicles, subject to the Rules and Regulations, may be towed (at owner's expense) at the direction of the Association.
2. Owners and their family, Tenants, and Guests shall obey all traffic signs erected by or under the direction of the Board for the safety, comfort, and convenience of the Owners. Additionally, no vehicle at any time is permitted to park on the mailbox side of the street or either side of the street in a designated fire zone area.
3. There shall be no street parking at **any** time between the hours of 2:00 a.m. CT and 6:00 a.m. CT.
4. All vehicles, including snowmobiles, motorcycles, and mini bikes are restricted to paved surfaces, including streets, designated parking areas, and driveways on the Property. There shall be no parking on routes of passage across any other portions of the Property, including all lawn areas. Vehicles shall not be parked, maintained, or stored in a manner, as to impede passage in the street or which interferes with ingress to, or egress from, a driveway or other portion of the Property. No vehicle over 10,000 lbs. will be allowed to park anywhere other than for immediate loading or unloading.
5. Any vehicle found to be parked in an undesignated area on the Property will be tagged and subject to a fine and towing.
6. Non-street-licensed vehicles cannot be operated on the Chambord streets and Common Area within the subdivision.
7. Vehicles shall not be parked, maintained, or stored on a driveway or on any other area reserved for the exclusive use of another Owner without the express permission of the Owner or Resident having right to exclusive use, possession, and control of that area.
8. Parking, maintenance, or storage of Non-Permitted Vehicles, at any time on any portion of the Property (including Common Area parking, streets, or driveways) other than on an emergency twenty-four hours-only basis, is expressly prohibited with the following exceptions:
 - a. boats, recreational vehicles, and campers may be temporarily parked, not to exceed twenty-four hours, in an Owner's own driveway for the express purpose of loading, unloading, or washing; provided, however,

that under no circumstances are campers, recreational vehicles, etc., to be used for overnight accommodations; and

- b. Commercial Vehicles may park in permitted areas when used for their normal commercial purpose, which is a service call or delivery to a Resident, so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident or the Association, but under no circumstances shall Commercial Vehicles be parked overnight anywhere in the Association. Owners are responsible to pay for any damage to the streets, driveways, or Common Area caused by their vendors, delivery services, contractors, etc. Such damages include oil and fuel spills, turf damage, or asphalt damage.
9. During the day Guests of Residents should park their vehicle(s) in the driveway of the Resident they are visiting or in Common Area parking. All overnight Guests parking in Common Area parking **between the hours of 2:00 a.m. CT and 6:00 a.m. CT** shall display a numbered parking placard on rearview mirror illustrating the legality of said parked vehicle. **Vehicles parked in these areas without the appropriate placard will be subject to towing without prior notice.** Each Owner shall be responsible for furnishing this placard to his/her Guest upon arrival and collecting the placard when the Guest leaves. The Association has provided each Owner with two placards for this purpose.
10. Only with the permission of other Residents are Guests allowed to park in their driveway(s). If a Guest(s) of a Resident is going to park his or her vehicle on another Resident's driveway longer than seven days, the Managing Agent must be notified so that the vehicle will not be tagged and towed.
11. Common Area parking spaces are maintained by the Association, and are to be used only **by** Residents and their Guests to park their vehicles on a temporary basis. Temporary is defined as seven days or fewer, therefore, no Permitted Vehicle is to be parked in these areas for a period exceeding seven days.
12. Any complaint that alleges a violation of any of the above shall be made in writing to the Board of Directors and shall contain substantially the same information as that is set forth in the Record of Vehicle Violation attached hereto as Exhibit D. Such complaint will result in a Parking Violation Notice to the Owner, in a manner prescribed by the Board and in a form similar to that attached hereto as Exhibit E.

B. Vehicle Towing.

The Board shall have authority to tow vehicles that are in violation of the Rules and Regulations under the following circumstances:

1. When a vehicle is a Non-Permitted Vehicle and a notice of such violation was affixed/tagged to the vehicle at least forty-eight hours earlier, the vehicle may be

towed without further notice to the vehicle owner, in addition to fines being levied against the Owner responsible for the vehicle in question.

2. When a vehicle is parked in a fire lane, on the street between 2:00 a.m. CT and 6:00 a.m. CT, or is parked in a manner that presents an immediate danger to the Property or to the health, safety, and welfare of any person thereon, or inhibits a Resident access to his or her garage, the vehicle may be immediately towed without notice to the vehicle owner.
3. When a vehicle is parked in violation of any provision of this Section V, and the owner of the vehicle has been found guilty of at least two prior violations of any provision of this Section V, the vehicle may be immediately towed upon the occurrence of the third or subsequent violation without notice to the vehicle owner.

Anytime a vehicle is towed pursuant to this Section V, all costs and expenses incurred shall be assessed to the Owner responsible as a Common Expense.

VI. RULES REGARDING CLOSING, REFINANCES, AND TRANSFER OF OWNERSHIP.

In the event of any resale of a Unit, the following rules shall apply.

All Owners are responsible for notifying the Board in writing of their intent to sell at least thirty days prior to the date of closing.

The Association, upon request by the Owner and/or buyer or their agents of fifteen days or more notice to the Managing Agent, shall provide the Owner a statement of his/her account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner, and any other information required for the closing. The Association and the Managing Agent may charge a fee for these services. The amount may be changed from time to time. Contact the Managing Agent for a current listing of fees.

In the event a request is made which requires this information to be provided in less than the fifteen-day period, the Association and the Managing Agent reserve the right to charge the Owner an additional rush fee.

Anytime a Unit within the Association is sold or otherwise transferred, the prospective buyer shall be contacted by the seller, either directly or through their attorney, and requested to supply information essential to the Association's records and efficient functioning. Exhibit H, included herein, must be completed by each Owner and supplied to the Managing Agent prior to the closing. In addition, the new Owner must sign an acknowledgement that he/she has received and reviewed a current copy of the Governing Documents.

Owners are responsible to provide insurance for their Units as outlined in the Declaration and in Section II.F. In addition, a certificate of insurance or copy of the declarations page of the Owner's insurance policy, showing the Association as an additional insured, must be provided to the Managing Agent prior to closing.

Compliance with all the Governing Documents is required for sale or lease.

In the event of any refinance of a Unit in which the Association is requested to provide information, the Association and/or the Managing Agent may charge a fee for these services. The amount may be changed from time to time. Contact the Managing Agent for a current listing of fees.

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

The rental or leasing of units is prohibited except as specifically provided in the Governing Documents.

Owners who do not reside in a Unit owned by them shall complete and provide the Board with the information on the census form attached hereto as Exhibit H. Any expenses incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a Common Expense. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board shall not be liable for any loss, damage, injury, or prejudice to the rights of any such Owner caused by any delays in receiving notice resulting therefrom.

Every lease shall be in writing and shall be subject, in all respects, to the provisions of the Governing Documents.

All leases are subject to Board approval.

Every Unit owner intending to lease a Unit shall request the Board's approval of such intention in writing sixty days prior to the lease commencement date. A copy of the complete and signed lease agreement must accompany the request. If approved, the Board shall provide the Owner a Rider, which shall be added to the lease and shall be signed by all the parties executing the lease. The Rider shall be substantially in the form attached hereto as Exhibit G.

Each Owner shall be responsible for providing his or her Tenants with copies of the Governing Documents. In addition, the Association shall be given both a signed original lease and Rider 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 shall be assessed to the Owner responsible as a Common Expense.

If a Tenant violates any provision of the Governing Documents, the Board, in its discretion, shall determine what action or actions should be taken against the Owner and/or Tenant, as the case may be. When the Board, at its discretion, determines that a violation or series of violations warrant 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 violations under this Section VII shall be assessed to the account of the Owner responsible as a Common Expense.

Each Owner is responsible for all actions of his or her Tenants and requirements of the Unit. All contact with the Managing Agent must be made through the Owner, not the Tenant. The Association is responsible to the Owner only.

VIII. POLICIES AND PROCEDURES REGARDING ENFORCEMENT.

Any complaint which alleges a violation of the Governing Documents shall be in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth:

- the name, address, and phone number of the complaining witness;
- the Owner's name and address of the Unit where the alleged violating person or Resident resides;
- the specific details of the violation, including date, time, and location where the violation occurred;
- a statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary; and
- the signature and address of the complaining witness and the date on which the complaint is made.

Advising the alleged violating Owner of the name of the reporting Resident will be left to the discretion of the Board.

The Association recommends that photographs be taken, if possible, to show any violation. The photographer's name and date when the photographs were taken should be written on the back. The complaint should be mailed to the Association.

When a complaint is made pursuant to the above, the alleged violator shall be notified in writing to cease and desist from the alleged violation by the Association or the Managing Agent. The notification for a first offense shall be in a manner prescribed by the Board in the form of a warning letter detailing the violation with instructions regarding the means of rectifying the matter.

If the matter remains unresolved or if a complaint is made for a repeat offense, the Board shall deliver a notice of violation containing substantially the same information and in a form similar to that set forth in Exhibit B (a "Notice of Violation"). The Notice of Violation shall detail the violation with instructions regarding the means of rectifying the matter and the time period during which the violation may be abated without further fine if the violation is a continuing one, or a statement that any violation of the same rule may result in the imposition of additional fines or sanctions after notice and hearing if the violation is not continuing. Additionally, such Notice of Violation shall indicate that a hearing into the matter will be held upon the request of the alleged violator where the alleged violator may attend the hearing, address the Board, and produce any statement, evidence, and witness on his/her behalf with the opportunity to be represented by an attorney.

In the event the alleged violation is not the first violation by the Owner, or in the event the violation is such that serious, immediate, or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses

and costs incurred will be assessed to the Owner's account if the Owner is found guilty of the violation.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands, or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Governing Documents.

If a hearing is requested, the hearing will take place under the following provisions:

- At the next scheduled Board of Directors meeting that is at least five business days following the request for a hearing, a hearing on the complaint shall be held in executive session before a panel (hereafter "Panel of Inquiry"), consisting of a minimum of five people, composed of Board members and/or its appointees.
- At any such hearing, the Panel of Inquiry shall hear and consider arguments, evidence, or statement regarding the alleged violation, from any person or persons having direct knowledge of the alleged violation and for the alleged violator and any witnesses on his/her behalf. Following a hearing and due consideration, the Panel of Inquiry shall issue its determination regarding the alleged violation, the minutes of the hearing shall contain a written statement of the results of the hearing and the determination of the Panel of Inquiry plus the fines or sanctions, if any, imposed. The decision of the Panel of Inquiry shall be made by majority vote and shall be final and binding on the unit Owner.
- Payment of any assessments, 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 contain substantially the same information and in a form similar to that which is set forth in attached hereto as Exhibit C.

If the alleged violator fails to appear at a hearing of the charges, the hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Owner shall be notified by the Association of such determination, using the same form and in the same manner as if a hearing has been conducted by a Panel of Inquiry.

If the alleged violator does not request a hearing, the alleged violator will be considered to have waived the hearing, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed without any further action of the Board.

If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Governing Documents, the following shall occur:

- If found to be guilty of any violation, the Owner shall be notified of the finding by the Association or its duly authorized agent. The Owner shall also be assessed a reasonable fine as determined by the Board as well as be responsible for any and all additional costs and expenses, related to investigating the complaint, conducting a hearing, remedying the violation and collecting the fine including, but not limited to, remediation expenses, management company fees, court costs, expert fees and attorney's fees, of the enforcement process.

- If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to correct any damage and/or remove any unauthorized condition on the Property for which the Owner has 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.

In the event any violation has resulted in damage to any Common Area, or to any Unit, which has not yet been repaired, or has resulted in any damage, unkept condition or any unauthorized condition on the Property, the Owner will be given a Notice of Violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fifteen days of the violation date, the Association reserves the right to hire a contractor to have the violation corrected, and the unit Owner will be assessed for the full cost of labor and materials required.

If damage is caused to any part of the Common Area, or to another Unit, or to the Resident's property, which was caused by the Owner, Tenant, or Guest, the above referenced actions, time frames, and violations pertain. If such damage affects any other Owner's property, the Owner who caused the damage will be responsible for correcting the damage in the other Unit.

In addition to the foregoing assessment, and in order to encourage Owners to correct violations and damages at their own time and expense, and in order to compensate the Association for the administration expenses involved in obtaining and supervising any such correction, the Association may assess any Owner who forces the Association to correct a violation or damage, an additional administrative charge of \$100.00 or 10% of the cost of labor and materials, whichever is greater.

Any unit Owner assessed hereunder shall pay any charges imposed within thirty days of notification that such charges are due. Failure to make the payment on time shall subject the Unit owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder, including late charges and reasonable attorney's fees, shall be added to the Owner's account, shall become a special assessment against the Unit and shall be collectible as Common Expense in the same manner as any regular or special assessment against the Unit.

Time is of the essence in this policy. Notices are deemed served either: at the time of personal delivery; **or** when mailed, following two days after deposit in the United States Mail, provided that the notice has also been sent by certified mail – return receipt requested, postage prepaid, to the unit Owner's Unit address, or to such other address as the Owner shall have 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, the notices may be sent to the address of the trustee or to such address as has been provided to the Association by either the trustee or the beneficial owner of the trust.

All stated rules contained within the Governing Documents are binding to Tenants. It is the Owners' responsibility to advise their Tenants of the rules and provide them with a copy of the Governing Documents and to incorporate a Rider to the lease as detailed on Exhibit G.

In addition, it is the Residents' responsibility to advise their Guests of the rules contained in the Governing Documents. Any alleged violations of a Tenant or Guest are the responsibility of the

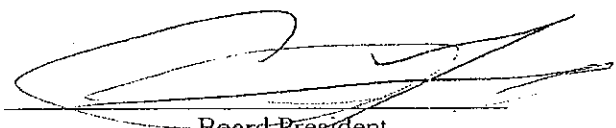
Owner. All violation notices will be forwarded to the Owner and all charges will be reflected on the Owner's account.

The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided by law or in the Governing Documents to prevent or eliminate violations thereof.

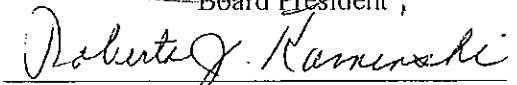
Parking violations within the Common Area will be enforced by the Association.

In an effort to amicably and cost effectively settle disputes between a homeowner and the Association it is the Association's policy that homeowners must first use the Association's internal dispute resolution process. This process requires homeowners to participate in good faith to non-binding mediation provided by a trained third party prior to seeking resolution through the courts.

Chambord Property Owners Association Rules and Regulations are adopted this 10th date of March, 2009, in DuPage County, Illinois.



Board President,



Board Secretary

CORPORATE

SEAL

3-10-09

Date of Signing

Being a proper majority of the Board of Directors
of the Chambord Property Owners Association