

Rules, Regulations, Policies and Procedures

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PREAMBLE

The Chestnut Hills subdivision consists of seventy (70) individually owned Units. The presumption is that Unit Owners each have different opinions and lifestyles, and therefore because the Unit Owners are living in such close proximity to one another, certain rules, regulations, policies and procedures are required to maintain the architectural design of the subdivision while allowing the Unit Owners, family members, residents, and guests to live in the manner and lifestyle chosen. Like all groups that wish to live in harmony, the Association seeks to blend the individual's rights with the group's desires. These Rules, Regulations, Policies and Procedures have been established to accomplish that goal.

Because of differing lifestyles, it is natural that there will always be opposition to a particular ruling, regulation, policy or procedure. For Unit Owners in the minority on any specific rule, regulation, policy, or procedure, please keep in mind two points:

Living in a Chestnut Hills Condominium Association Unit means one must waive certain individual rights because of the necessity for architectural conformity, the closeness of neighbors, and the demands of the Declaration; and

If a Unit Owner feels that a rule, regulation, policy or procedure is no longer shared by the majority, the Declaration gives any Unit Owner the right to petition the Board of Directors and establish what is, in fact, acceptable to the majority and present such findings to the Board. If a Unit Owner violates a rule, regulation, policy or procedure and is fined, remember that this action is taken because the majority of The Chestnut Hills Condominium Association Unit Owners considers it to be just and proper*The majority of Unit Owners ultimately determine policy for the Association, not Board members nor the managing agent.

These rules, regulations, policies, and procedures are just as binding on Unit Owners as the Declaration. It is not the intent of these Rules, Regulations, Policies and

Procedures to be a substitute for or override the declaration unless agreed to by the Association and so noted all restrictions placed on the use of those areas of the subdivision classified as Common Elements and Limited Common Elements and the architectural restrictions as detailed in the Declaration.

These Rules, Regulations, Policies and Procedures supersede, modify, and or replace any Rules, Regulations, Policies and Procedures previously adopted by the prior Board of Directors or as may be found in the Declaration except where such provisions within the Declaration have been specifically modified or deleted by this document or subsequent Board approved actions.

ARTICLE I

INTRODUCTION

The Board of Directors of the Chestnut Hills Condominium Association is empowered to adopt the following Rules, Regulations, Policies and Procedures, and standards and methods for the enforcement thereof, according to the Declaration of Chestnut Hills Condominium Association and its By-Laws; to administer the Property in an orderly manner, maintain a harmonious relationship among Unit Owners and other Residents and operate a quality residential community. The Board of Directors, in furtherance of the above stated determinations, objectives and goals, does, by resolution, hereby adopt the following comprehensive Rules, Regulations, Policies and Procedures and the standards and methods for the enforcement thereof.

ARTICLE II

DEFINITIONS

In the event a term is used in these Rules, Regulations, Policies and Procedures which is not found defined anywhere herein, its definition shall be determined by referring, in the order, 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 used and by its dictionary definition.

- A. Abandoned Vehicles** - Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; or 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 municipal vehicle sticker, if required; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.
- B. Act** - The Illinois Condominium Property Act, as amended
- C. Association** - The Chestnut Hills Condominium Association, an Illinois not- for- profit corporation and a condominium organized pursuant to the Illinois Condominium Property Act as amended.
- D. Board or Board of Managers** - Board or Board of Managers shall mean the Board of Directors of the Chestnut Hills Condominium Association as authorized by the Act and as established and empowered by the Declaration and By-Laws.
- E. By-Laws** - The By-Laws of the Chestnut Hills Condominium Association, as amended from time to time thereafter, attached as Exhibit "C" to the Declaration.
- F. Common Elements** - For purposes of these Rules, Regulations, Policies and Procedures, Comments Elements of the Property shall include, but are not limited to the following:
- Buildings, roofs, and utility closets
 - Lawn and landscaped areas, including common water spigots
 - Exterior elevations of the buildings
 - Electrical wiring
 - Water and sewer pipes buried under the property and within Unit walls
 - Sidewalks within the subdivision excluding those leading from the driveway to the Unit's front door,

- Gutters and downspouts
- Siding and exterior wood structural fixtures
- Original or Association-installed exterior lighting
- Common walls between Units excluding the inside walls of each Unit
- Public or visitor parking areas

NOTE: The above list of Common Elements may, from time to time, be amended, as appropriate, by the Board of Directors.

- G. Common Expense or Assessment** - Any amount which the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, By-Laws or the Rules, Regulations, Policies, and Procedures.
- H. Declaration** - The DECLARATION OF CONDOMINIUM OWNERSHIP and of EASEMENTS, COVENANTS AND RESTRICTIONS FOR the Chestnut Hills Condominium Association which was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on June 4, 1997 at 3:00 p.m. CST as document R97-07361, and as may be amended from time to time thereafter.
- I. Disturbance** - Any act or omission causing annoyance, disquiet, or agitation to another, or interrupting another's peace, or interfering with another's use of the property.
- J. Limited Common Elements** — For the purposes of these Rules, Regulations, Policies and Procedures, Limited Common Elements of the Property shall include, but are not limited to the following:
- Driveways extending from the street to the outside of the garage door of the Unit
 - Decks, patios, and sidewalks leading to and including the front stoops up to the Unit's wall
 - Garages and garage doors
- NOTE:** The above list of Limited Common Elements may, from time to time, be amended, as appropriate, by the Board of Directors.
- K. Managing Agent, Agent, Property Manager, or Manager:** The person, company or other legal entity, which has been employed by the Association to manage the day-to-day administration of the Property in the manner as directed by the Board.
- L. Member or Member of the Association** — a Unit Owner.
- M. Non-Permitted Vehicles** - All vehicles other than those defined below as Permitted Vehicles, or any vehicles that are not in a fully operational condition or vehicles without valid state license plates and appropriate municipal vehicle stickers, if required; or commercial vehicles of any type or kind, including commercial vans having commercial advertising on the body thereof.
- N. Nuisance** - Any act or omission that annoys and disturbs another in possession of property, rendering the property's ordinary use or occupation physically uncomfortable. Any act or omission that endangers life or health, gives offense to senses, violates the laws of decency, violates these Rules, or obstructs the reasonable and comfortable use of the property.

- O. Permitted Vehicles** - Passenger-type automobiles in a fully drivable and operable condition having no more than four entry doors and specifically excluding limousines or hearses whether or not used for personal purposes; or lightweight recreational motor vehicles, excluding campers, provided, however, that lightweight recreational vehicles shall have a “B”, “RV”, or other passenger license plate, shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand pounds (8,000 lb.), shall have an overall length of less than twenty feet (20 ft.), shall have an overall width of less than seven feet (7 ft.), shall be capable of being driven into a Unit’s garage and stored in a Unit’s garage with the garage door closed, or motorbikes and motorcycles, provided that each of the foregoing is registered and licensed to be ridden on public roads and highways.
- P. Property or Subdivision** - All the real property, whether designated as Common Elements or Limited Common Elements elsewhere in against which the Declaration has been recorded and as appears in Plat Book No. 182 Page 72, including any improvements thereon.
- Q. Resident or Tenant** - Any person who resides on the Property, including families of Unit Owners and tenants of Unit Owners and including a Unit Owner if the context so indicates.
- R. Rules, Regulations, Policies and Procedures** — Each term used separately or in conjunction with any other term, unless otherwise defined, shall mean the Rules, Regulations, Policies and Procedures of the Association, as adopted pursuant to the powers vested in the Association and the Board by the Declaration and By-Laws.
- S. Supporting Documents** - Supporting documents include any rules, regulations, policies, procedures, standards and forms as may be adopted by the Board or any duly authorized agent, committee, or commissions for the purpose of enforcing or furthering the objectives of these Rules, Regulations, Policies and Procedures.
- T. Unit** - A portion of the Property, which is owned exclusively by a Unit Owner.
- U. Unit Owner** - The Owner or Owners of a Unit, as revealed by the public records, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the Owner is a trust, the beneficial owner of the trust and any person having the exclusive power of direction over 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.

ARTICLE III

MANAGEMENT AGENT

The management agent (“Agent”) who is hired by the Board administers the day-today affairs of the Association. The Agent is knowledgeable in all aspects of Association living, including 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. The Agent’s responsibilities are numerous. They range from calculating, mailing and collecting monthly assessments from each Unit Owner, helping the Board prepare an annual budget, writing specifications for various bid projects such as painting, landscaping and repairs, analyzing and

negotiating contractor bids, and ensuring that hired contractors fulfill the requirements of the project's statement of work as awarded.

A complete description of the job responsibilities in the Agent's contract is available for review by any Unit Owner. Should Unit Owner have any questions or need help in any matter whatsoever relative to the subdivision, please contact the Agent first. Unit Owner's are urged to utilize the services of the Agent. Any feedback regarding the Agent should be directed to the Board of Directors at any Board meeting.

ARTICLE IV

ENFORCEMENT AUTHORITY, VIOLATION NOTIFICATION, HEARINGS, ENFORCEMENT, FINES, ASSESSMENTS, AND NOTICES

ENFORCEMENT AUTHORITY: The Declaration and these Rules, Regulations, Policies and Procedures subject to enforcement by the State of Illinois or the Village of Burr Ridge will be enforced, where applicable, by the appropriate State or Village enforcement agency. All other Rules, Regulations, Policies and Procedures will be enforced by the Board and, if necessary, the Board is empowered by the Association to use appropriate legal action as may be required to effect such enforcement. If a Unit Owner refuses to pay a fine or an assessment duly levied by the Association, the Association has the right to place a lien against the responsible Unit and the Unit cannot thereafter be sold until such time as the lien has been removed to the satisfaction of the Board.

Any complaint which alleges a violation of the Declaration, By-Laws or Rules, Regulations, Policies and Procedures shall be made in writing and shall contain substantially the same information as that set forth in the **NOTICE OF VIOLATION** form attached hereto as **EXHIBIT "A"** to the Rules, Regulations, Policies and Procedures.

NOTIFICATION: When a complaint is made pursuant to the above, the Unit Owner shall be notified of the violation by the Association or its duly authorized agents. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as **EXHIBIT "A" NOTICE OF VIOLATION"**. The Unit Owner shall also receive an **EXHIBIT "B" REQUEST FOR A HEARING** along with **EXHIBIT "A"**.

In the event the violation is not the first violation by the Unit 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 an attorney for appropriate action. 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.

The Association's attorney or Management Company, 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 Association's Declaration, By-Laws or Rules, Regulations, Policies and Procedures. -

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

Within fifteen (15) days after the **"NOTICE OF VIOLATION"** has been served on the Unit Owner pursuant to the provisions herein, the Unit Owner has the right to request, in writing, a hearing before the

Board of Directors of the Association by submitting a **REQUEST FOR A HEARING** form (**EXHIBIT “B”** to the Rules, Regulations, Policies and Procedures) concerning the violation.

If a **REQUEST FOR A HEARING** form is filed, a hearing on the complaint shall be held before the Board and shall be conducted no later than six (6) weeks after delivery of the written request.

At any such hearing, the Board shall hear and consider arguments, evidence or statements, oral or written, regarding the violation, first from any person or persons having direct knowledge of the violation and then from the violator and any witnesses on his behalf. Following a hearing and due consideration, the Board shall issue its determination regarding the violation. The decision of the Board shall be made by majority vote and shall be final.

Until the Board has completed its determination and made its final decision, payment of any violation assessments, charges, costs or expenses pursuant to the provisions contained herein, shall not become due and owing. Notification of the Board’s determination shall be made in a form similar to that which is attached hereto as **EXHIBIT “C”** to the Rules, Regulations, Policies and Procedures, entitled **“NOTICE OF DETERMINATION BY THE BOARD REGARDING A VIOLATION OF THE RULES, REGULATIONS, POLICIES AND PROCEDURES”**.

If no request for a hearing is filed by the violator within fifteen (15) days of the date of the **“NOTICE OF VIOLATION”**, the violator’s right to a 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 Unit Owner shall be notified by the Board of any such determination using the same form and in the same manner as if a hearing had been conducted by the Board.

ENFORCEMENT: If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws or Rules, Regulations, Policies and Procedures of the Association, the following procedures shall occur:

- A. FIRST VIOLATION:** If a Unit Owner is found to be guilty of a first violation of a given provision of the Declaration, By-Laws or Rules, Regulations, Policies and Procedures, the Unit Owner shall be notified of the finding by the Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine, after considering 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, and if not, the extent of control the Unit Owner 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. Further, the Association reserves the right to impose upon the Unit Owner, as a special assessment, any expenses incurred by the Association including, but not limited to, legal expenses, expenses for repairs, actual, special, consequential, or punitive damages incurred by the Association as a result of the violation.

- B. SECOND VIOLATION OR CONTINUING VIOLATION:** If a Unit Owner is found to be guilty of a second or continuing violation of the same provision of the Declaration, By-Laws or Rules, Regulations, Policies, and Procedure, the Unit Owner shall be notified of the finding by the Association or its duly authorized agents. The Unit Owner shall also be assessed a fine in accordance with the following **SCHEDULE OF FINES**. Further, as provided for in Section B herein, the Association reserves the right to impose upon the Unit Owner, as a special assessment,

any expenses incurred by the Association including, but not limited to, legal expenses, expenses for repairs, actual, special, consequential, or punitive damages incurred by the Association as a result of the violation.

SCHEDULE OF FINES: Where a fine is imposed, unless otherwise stated elsewhere in these Rules, Regulations, Policies and Procedures, it shall be in the amount of fifty dollars (\$50.00) for single incidents of violation or the sum of ten dollars (\$10.00) per day for a violation of a continuing nature.

A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL BECOME EFFECTIVE SEVENTY-TWO HOURS FOLLOWING THE DATE SERVICES IS PERFECTED IN ACCORDANCE WITH THE RULES AND REGULATIONS. THE FINE WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED, THE ASSOCIATION HAS RECEIVED NOTICE OF THE VIOLATIONS ELIMINATION AND SUCH ELIMINATION HAS BEEN DONE IN ACCORDANCE WITH THE INSTRUCTIONS, IF ANY, PROVIDED BY THE ASSOCIATION IN THE NOTICE OF DETERMINATION.

ASSESSMENTS FOR VIOLATIONS: If a Unit Owner is found to be guilty of any violation, including a first violation, the **NOTICE OF DETERMINATION BY THE BOARD REGARDING A VIOLATION OF THE RULES, REGULATIONS, POLICIES AND PROCEDURES** may also require the Unit Owner to correct any damage or any unauthorized condition on the Property for which the Unit Owner has been found responsible, and to pay, as provided for in Sections A and B above, as a special assessment, any expenses incurred by the Association including, but not limited to, legal expenses, expenses for repairs, actual, special, consequential, or punitive damages incurred by the Association as a result of the violation.

In the event 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 will be given no more than two (2) **NOTICES OF VIOLATION** to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the Unit Owner will be assessed for the full cost of labor and materials, and any other expenses incurred by the Association including, but not limited to, legal expenses, actual, special, consequential, or punitive damages incurred by the Association as a result of the violation.

In addition to the foregoing assessment, and in order to encourage Unit Owners to correct violations at their own time and expense, and in order 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, with an additional administrative charge of twenty-five dollars (\$25.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.

Any Unit Owner assessed hereunder shall pay any charges imposed within thirty (30) 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 shall be added to the Unit Owner's account, shall become a special assessment against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.

NOTICES: Time is, and shall remain, of the essence of these Rules, Regulations, Policies, and Procedures.

- Notices are deemed served either:
- If by personal delivery, then at the time of delivery; or
- If by mail, then following three (3) days after the date of post mark by the United States Postal Service, provided that the notice has been sent both by regular first class 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 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 either to the address of the trustee, or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.

THE REMEDIES CONTAINED HEREIN ARE NOT EXCLUSIVE, AND THE BOARD MAY, IN ADDITION THERETO, TAKE ANY ACTION AS MAY BE PROVIDED AT LAW, IN EQUITY, OR IN THE DECLARATION AND BYLAWS TO PREVENT OR ELIMINATE VIOLATIONS THEREOF OR OF THE RULES, REGULATIONS, POLICIES AND PROCEDURES OF THE ASSOCIATION.

ARTICLE V

APPLICABLE DOCUMENTS AND ORDER OF PRECEDENCE

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules, Regulations, Policies and Procedures and are subject to the enforcement policies as contained therein. To the extent that the provisions of applicable laws, the Declaration, the By-Laws or the Rules, Regulations, Policies and Procedure are in conflict, the provisions of applicable laws shall first control, followed by the provisions of the Declaration, the By-Laws and the Rules, Regulations, Policies and Procedures in that order.

ARTICLE VI

GENERAL RULES REGARDING MAINTENANCE AND REPAIR RESPONSIBILITIES OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

- A. MAINTENANCE AND REPAIR RESPONSIBILITIES:** Maintenance and repair responsibilities are clearly defined in the Association's Declaration as may be amended from time to time and in these Rules, Regulations, Policies and Procedures. The following is a summary of certain key maintenance and repair responsibilities. **In the event there should be a question relative to who has the responsibility for the maintenance and repair of a specific item, the Unit Owners are encouraged to contact the Agent for a definitive ruling. All definitive rulings will, from time to time, be incorporated as modification to these Rules, Regulations, Policies, and Procedures.**

The amount of maintenance the Association will assume is directly proportional to the amount of the monthly assessment fee that must be charged. In deciding what maintenance the Association

wants to assume, over and above the stated requirements in the Declaration, the Board is guided by the following principles.

The Association does not want the monthly fee to be excessive in terms of building up the Association's maintenance reserves before they are needed, nor does the Association want the assessment so low that the reserve only allows for marginal maintenance. In accordance with Illinois State law, part of each Unit Owner's monthly assessment goes into a reserve fund to pay for future maintenance items. The annual budget adopted by the Board attempts to forecast as close as possible how much money will be needed for repairs, maintenance, and reserve funds.

If the maintenance or repair to a Unit or multiple Units, a Common Element, or Limited Common Element is necessary because of the willful or negligent act or omission of a Unit Owner, his family, guests or invitees, or his lessees (tenants), the repair cost will be the sole responsibility of the Unit Owner and will be assessed to the responsible Unit accordingly.

Further, any service requested by a Unit Owner that is not in accordance with the requirements of the then current maintenance contracts with the Agent, shall be considered a special service and any costs incurred relative thereto shall be the responsibility of the Unit Owner requesting the special service.

B. ELEMENTS OF THE PROPERTY THAT THE UNIT OWNER IS RESPONSIBLE TO MAINTAIN AND REPAIR

- Notwithstanding those provisions of section 8(b) of the **DECLARATION** entitled **Garage or Parking Spaces and Hallways and Stairways as Limited Common Elements** that properly define "Garages" as a Limited Common Element and the responsibility of the Unit Owners for maintenance and repair of such Limited Common Elements, the below listed provisions of Section 8(b) are modified as follows:
- Delete all references to Hallways and Stairways (except hallways and stairways entirely within a Unit and serving only such Unit).
- References to the cost, and expenses of maintenance, repair and replacement of the garage or parking spaces located within that building shall mean the two (2) car garage built into each individual Unit and owned by individual Unit Owners in the same percentage of ownership as each Unit Owner has in his or her Unit.
- Delete all references to permanently assigned parking spaces, and references to EXHIBIT E
- Reference to "off-street parking stalls" shall mean the parking spaces made available for guests and invitees of the Unit Owners and such spaces shall not be assigned to individual Units but shall be available for use on a first come basis.
- Exterior light bulbs, excluding those bulbs in fixtures located in the front of each Unit to the right and/or left of the Garage door.
- Repair, maintenance, or replacement of all glass surfaces, screens, storm doors (of an architectural design as may be approved by the Board), patio sliding doors (including frames and tracks, but not door foundations), and entry doors.
- Repair and maintenance of heating and air conditioning units.
- Internal garage door mechanisms, including tracks, springs, locks, electronic openers, etc.
- Unit utilities (electrical, water, gas, etc.) from branch point of common service into Unit.
- The clean up of oil spills and refuse. All items used to catch or absorb oil shall be removed when vehicle is not present.

C. ELEMENTS THAT THE ASSOCIATION IS RESPONSIBLE TO MAINTAIN, REPAIR OR REPLACE,

- Driveways
- Structural rotted wood
- Exterior rotted wood and siding
- Interior damage due to roof leaks (See Declaration for limitations)
- Sidewalks and stoops up to front entry door
- Building roofs
- Shingles
- Gutters and down spouts
- Exterior painting
- Exterior caulking
- Lawn and landscaped areas
- Trees and shrubbery
- Exterior garage door light fixtures.
- Outside common water spigots (To be used only for watering Common Areas)
- Common building utility services (electrical, water, gas, etc.)
Decks and concrete patios

D. ACCIDENTS

Accidents on The Chestnut Hills Condominium Association property involving personal injury or property damage should be reported to the Agent as soon as possible by anyone witnessing the accident or discovering its effects.

E. ARCHITECTURAL CONTROL

GENERAL: In order to maintain the uniform appearance of the buildings and the integrity of the Common Elements and Limited Common Elements, no Unit Owner may alter or add to the exterior of a Unit, Common Elements, or Limited Common Elements (including, but not limited to such items as plants and planting material, statues and lawn ornaments of any kind, bird baths, additional exterior lighting such as walkway lighting, etc.) without specific prior written approval of the Board of Directors. The terms “alter” and “add” for the purpose of these Rules, Regulation, Policies and Procedures shall mean painting or staining exterior surfaces with any color or adding or removing anything to or from the exterior surfaces including but not limited to ventilation openings for appliances, sun screens, awnings, flood lights, radio, television, cable or satellite antennas or hook ups, or any additions or changes to existing plumbing, electrical circuitry, such as solar panels, or partition systems. “Exterior” for the purpose of these Rules, Regulations, Policies and Procedure shall mean the exterior surface of a Unit. All requests for approval of such exterior alterations must be submitted in writing to the Agent for action at the next regular meeting of the Board of Directors.

PRE-APPROVED VARIATION: The only exterior variation that is pre-approved by the Board is the installation of a storm door, provided however, that any such storm door installed meets the requirements and specifications as set forth below:

STORM DOOR SPECIFICATION:

- White exterior frame with full glass from top to bottom of door with or without a small, horizontal, white in color decorative brace, not to exceed three (3) inches in width, midway down the door. Hardware and/or kick plate shall be white, gold, or brass in color to match

existing permanent door hardware. To insure compliance with this architectural requirement, please verify with the Agent that the model and manufacturer of the storm door you are planning to install meets the requirements and specifications as pre-approved by the Board. Unit Owners installing non-compliant storm doors will be notified by the Agent and provided ten (10) days for their removal prior to the assessment of any fines.

- The Unit Owner must maintain storm doors in good repair. Once a storm door is installed, maintenance of the door becomes the responsibility of the Unit Owner.
- The Board reserves the right to determine whether maintenance of such doors is adequate, and may, after reasonable notice to the Unit Owner, repair or replace any storm door not in conformance with the maintenance or style requirements of this Rule, and back-charge the Unit Owner for any costs incurred by the Association in enforcing this provision.

LIGHT BULBS:

- All exterior light bulbs must be white in color not to exceed 60W.

FIREPLACES:

- The installation of a fireplace is not pre-approved by the Board, but may be installed, subject to Board approval, in the location designated in the developer's original plans. No other locations will be permitted.
- Unit Owners wishing to install a fireplace must provide the Board with a completed **EXHIBIT "D", REQUEST FOR ARCHITECTURAL VARIATION** and a valid Village of Burr Ridge permit.
- Outside dimensions, style, color, and design of chimney hardware and the color of the chimney siding must match in every respect adjacent Units and be consistent with fireplaces installed by the developer. Any other style or kind of fireplace is strictly prohibited.
- Fireplaces must conform to Village of Burr Ridge building codes.

SKYLIGHTS:

- Skylights may not be added to existing Units.
- **Leaks and maintenance is the homeowners responsibility**

REQUEST FOR ARCHITECTURAL VARIATION: To request an exterior modification, a Unit Owner must submit to the Board or Agent a completed **EXHIBIT "D"** form.

EXHIBIT "D" is to be used for:

- Any proposed alterations to the Common Elements or Limited Common Elements as defined in the Declaration, By-Laws, and these Rules.
- Any interior modifications, which have the potential to change or weaken load-bearing structures or common building systems.
- All external modifications whether or not, in the opinion of the Unit Owner proposing the modification, alter the external appearance of the Unit.

Any exterior alteration, including storm doors and exterior entry doors, made without the prior written approval of the Board may be ordered removed by the Board at the Unit Owner's expense. In order to achieve compliance with the Board's order to remove an unauthorized alteration, the Board is vested with the authority and power to place a lien on the responsible Owner's Unit until the alteration is removed and the property is restored to its original condition and the cost of effecting such restoration is paid in full by or

on behalf of the responsible Unit Owner.

The Unit Owner assumes unlimited liability for any unforeseen effects of approved Unit Owner modifications on adjacent Units, Common Element, or Limited Common Elements (e.g. drainage patterns),. and may be liable for the cost of correction, as determined by the Board.

Approval by the Board shall not be construed as approval by the appropriate Village of Burr Ridge officials. The Unit Owner is responsible for determining and, if required, for obtaining all Village of Burr Ridge building permits, and for determining and notifying any utility services which may be impacted by the proposed Board approved modification.

ARTICLE VII

PAYMENT OF CONDOMINIUM ASSESSMENTS

A. GENERAL

- Payments of condominium assessments, including monthly Common Expenses, special assessments, fines, and other fees, should be made by check or money order payable to “The Chestnut Hills Condominium Association” and mailed to the address provided by the Management Company or Agent. Payments received for an account with an outstanding balance will be credited in succeeding order to: special assessments, fines and other fees, current Common Expense assessments, and lastly, to outstanding Common Expense assessments due. Checks returned by the bank for any reason shall subject the Unit Owner to a service fee of \$25.00 per occurrence.

B. LATE CHARGES

- A \$25.00 per month late charge will be added to a Unit Owner’s assessment account if payment of a monthly assessment is received after the 19th day of the month. A late charge will be added each month an outstanding balance remains on the Unit Owner’s assessment account.
- On the 30th day of a delinquency, the Management Company will send a letter/statement to the Unit Owner indicating the delinquent balance that is due and advise the Unit Owner that late charge has accrued and is due with the outstanding assessment payment.
- On the 60th day of a delinquency, Management Company will refer the matter to the Association attorney to institute collection procedures when the balance due is in excess of \$200.00. The Association attorney will serve the delinquent Unit Owner with a 30- day notice and record a lien against the Owner’s Unit for all assessments, late fees and reasonable attorney and legal fees. All attorney and legal fees incurred in this process are the financial responsibility of the delinquent Unit Owner and will be added to his/her assessment account.
- On the 90th day of the delinquency, the Association attorney is authorized to take whatever action is appropriate to resolve the outstanding delinquency including obtaining a judgment and placing a lien against the Unit. All legal fees, filing fees, costs and court appearance fees are the responsibility of the delinquent owner and will be added to the assessment account.

ARTICLE VIII

APPEARANCE AND USE OF THE PROPERTY

A. GENERAL

- All toys, recreation and sports equipment, bicycles, furniture, etc. must be removed from Common Elements by sunset daily and during mowing.
- Portable playground equipment, sports equipment, sandboxes, or kiddie pools are restricted to Unit Owner's patios and decks.
- All permanent or temporary installation on the Common Elements or Limited Common Elements of playground equipment, sports equipment, sandboxes, or kiddie pools is expressly prohibited.
- Storage of any kind is expressly prohibited on, in or under any Common Element or decks, unless the Board expressly designates the area for such purposes.
- No fences or gates of any kind whatsoever are permitted to be installed or erected on any part of the Common Element or Limited Common Element excluding portable child safety gates and pens, which must be removed when not in use. Therefore, paragraph (14) of subparagraph (e) entitled **Other Superseding Provisions**, of section 27 of the **DECLARATION**, entitled **Miscellaneous**, is hereby deleted in its entirety.
- The permanent or temporary installation of fixed or portable basketball posts, backboards, hoops or nets, is expressly prohibited anywhere on the property.
- Water hoses and sprinkling equipment, during the watering season, may be stored in the non-sodded areas of the Common Element, but in such a manner as to not be considered unsightly and not interfere with lawn maintenance. During non-watering seasons, hoses and sprinkling equipment shall be stored in the common utility room in each set of units or off the premises, to be determined by the Board.
- Any game or other activity that creates a nuisance, damages any Common Element or Limited Common Element, or disrupts the peace is strictly prohibited.
- The Board reserves the exclusive right, pursuant to these Rules and Regulations, and at its option, to remove from the property any plants, fences, equipment, tools, toys or other devices or equipment listed in this section, and back-charge the Unit Owner responsible for any costs incurred by the Association in enforcing these provisions.
- No birdbaths, lawn ornaments, statues, or flowerpots shall be placed or installed anywhere on the Common Elements or Limited Common Elements other than decks and patios. Flowerpots only may be located on the front stoop of each Unit.
- Mailboxes are to be kept free of all advertisements and handbills.
- Sump pumps are to be kept in good working order at all times. A Unit Owner found to be disconnecting or making their sump pump inoperable may be subject to a fine as provided for in these Rules and Regulations.

B. DECKS, PATIOS, AND FRONT STOOPS

- Decks and patios may not be enclosed, altered or the appearance changed in any way. Decks and patios may not be used for storage other than for seasonal storage of barbecue grills, lawn chairs, and other items usually associated with decks and patios, and such items shall be stored in a neat and orderly manner. The areas under the decks may not be used for storage of any kind whatsoever. Decks and patios must not be used as pet runs.
- No drying or airing of clothing, carpeting or laundry or hanging of clotheslines is permitted on decks, patios, or from windows.
- No awnings, sun shades, canopies, trellises, shutters, radio, television, satellite, or cable antennas shall be affixed to decks or patios or placed in, through or upon an exterior wall, door,

window or roof or any part thereof without prior written approval of the Board. (For satellite dish installations restrictions see Section **W. SATELLITE DISHES (OVER-THE-AIR RECEPTION DEVICE-OTARD)**)

C. GARAGES

- Except when entering and exiting the garages, or performing temporary maintenance on or in the garage that requires adequate ventilation, garage doors must be kept closed both to present an attractive appearance to the Property and during cold weather to prevent water pipes from freezing.
- No exterior alterations of any kind whatsoever may be made to garage doors and in the event of damage to an existing door that requires the replacement thereof, such replacement door must be of an identical type, make, and style as the originally installed door, unless otherwise approved in writing by the Board.
- Garages shall be used primarily for storage of vehicles and other items.
- Barbecuing in garages is strictly prohibited.
- For safety reasons, car engines must not be left running in garages.
- Care and consideration for others must be exercised if the garage is used for minor repair or maintenance of vehicles. Any work or activity in a garage that produces noise is strictly prohibited before 9:00 a.m. and after 8:00 p.m.
- No major car repairs, which cause any type of nuisance, fire hazard or annoyance to neighbors are permitted in a Unit Owner's garage, driveway, or the area reserved for visitor parking.
- Gasoline and other solvents in excessive amounts which may create harmful and offensive fumes that permeates nearby Units and may create a danger of fire or explosion and may not be kept in a garage.
- If a Unit Owner is found to be storing anything in a garage, which may be harmful to other Units, the Unit Owner of such notification must remove it immediately upon receipt by the Board.
- No act shall be performed or item(s) stored in a garage, which cause harmful or offensive fumes. Garbage containers must be cleaned to prevent offensive odors.
- Electronic entry pads for garage doors are permitted provided they are installed on the inside of the garage doorframe.
- Storage of household goods or other material within a Unit's garage in such a manner as to prevent use of the garage as two designated off-street parking spaces is prohibited.

I). TRASH AND REFUSE STORAGE AND REMOVAL

- Trash and refuse containers including cans and/or plastic bags and recycling containers to be emptied or removed may be placed at the curb only after 7:00 p.m. on the day prior to the day assigned for pickup and all containers must be removed by 7:00 p.m. on the day of the pick-up. Please check with the trash removal company or the Agent for exact pick-up times. (Should a Unit Owner or resident not be able to meet the time requirements set forth above, they are requested to make arrangements with neighbor to have the cans and/or plastic bags and recycling containers placed or removed in accordance with this provision.)
- All trash and refuse placed for pick-up must be placed at the end of the driveway and on the driveway surface so as not in any way to obstruct mailboxes, walkways, neighbors driveways, or sodded areas, nor interfere with lawn maintenance or snow removal activities.
- All trash and refuse must be placed in the sealed containers provided or sealed plastic bags and placed in the appropriate containers

supplied by the refuse company. Trash and refuse too large to fit into a provided container must be sealed in plastic bags or secured in such a way as to prevent it from being windblown.

- Any trash or refuse remaining on the ground after pick-up must be removed by the Unit Owner responsible.
- Any non-compliance with any of these rules will subject the Unit Owner to a fine in accordance with the SCHEDULE OF FINES provision of these Rules

Village of Burr Ridge: Sec. 50.02 Uncovered garbage

It shall be unlawful to place or permit to remain anywhere in the Village any garbage, refuse, ashes, recyclable materials or other materials subject to decay, other than leaves or grass, except in an appropriate covered or otherwise sealed container.

Village of Burr Ridge: Sec. 50.03 Wind-blown refuse

It shall be unlawful to cause or permit to accumulate any dust, ashes, recyclable materials or trash or any materials anywhere in the Village except in an appropriate covered or otherwise sealed container so that it cannot be blown away by the wind.

E. PETS

- Unit Owners are required to abide by the laws and ordinances of the Village of Burr Ridge with respect to owning, licensing, caring for, and controlling pets. All statutes, ordinances, rules and regulations or any governmental organization or body having jurisdiction over the Property pertaining to animal regulations are incorporated herein by reference and made a part hereof and shall have the same force and effect as if set forth herein in its entirety.
- No pets, other than dogs, cats, birds, fish or animals reasonably considered by the Board to be household pets, shall be raised or permitted to live in any Unit.
- No pet shall be kept, penned, or housed in a Unit's garage.
- Breeding animals anywhere within the limits of the subdivision for commercial purposes is strictly prohibited.
- Pets must be kept in a manner that does not jeopardize the health, safety and welfare of the pet, Unit Owners, and residents.
- Pets must be leashed and under control of their owners on Common Elements and Limited Common Elements. See Article II sections F. and J. for definitions of Common Elements and Limited Common Elements (pages 5 & 6). No pet shall be permitted to run loose within the limits of the subdivision.
- While pets are allowed on Common Elements, pets may relieve themselves only on those Common Elements restricted to lawn areas directly in front of or directly behind the pet owner's unit. Pet waste must be immediately removed by the pet owner or pet attendant. Unit owners are responsible for any damages to landscaped areas caused by pets relieving themselves.
- Unit Owners allowing their pet, or a pet visiting their Unit, to be walked by an attendant without a trowel, spoon, bag or other implement for waste disposal may be subject to a fine.
- No pet may be left unattended and "tied," "tethered," or "staked" to items such as trees, deck or porch posts, poles, stakes, etc. There will be a fine levied per incident.
- No pet houses or pet runs are permitted on the Common Elements or Limited Common Elements.
- No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Element or the property of any other Resident. A Unit Owner is responsible for the actions of pets residing in or visiting his Unit. Should damage occur, required repairs would be

at the expense of the responsible Unit Owner.

- Any Unit Owner, tenant, Association officer or employee who observes any litter, damage or other problems caused by a pet, should report the incident to the Association or authorized agent, identifying the pet and the owner of the pet, or, if ownership cannot be determined, the address of the Unit in which the pet is kept.

F. SEASONAL DECORATIONS

- Exterior seasonal decorations may be installed no earlier than twenty- one (21) days prior to, and shall be removed no later than ten (10) days after the date of the holiday for which the decorations are being installed.
- External decorations are permitted to the extent that they do not cause damage to the exterior of the Unit, Common Elements, or Limited Common Elements. The Unit Owner responsible shall repair any damage caused by the hanging of decorations or the Association will charge the cost of repair to the Unit Owner.
- No decorations, which create a safety hazard, will be permitted.
- The Unit Owner erecting such seasonal decorations must supply power of any type required and under no circumstances shall Common Element utilities be used. Only exterior power outlets and UL approved exterior extension electrical cords may be used.
- No decorations, such as wreaths, are allowed to hang from any light fixtures.

G. SIGNS AND ADVERTISEMENTS

- No sign, signal, illumination, advertisement, notice or any other lettering, or equipment of any kind shall be exhibited, affixed, painted, or exposed on any window or on any part of the exterior of any building, or on the inside of any Unit in such a way as to be visible from the exterior of the Unit, without the prior written consent of the Board.
- Signs for real estate open houses are permissible on the day of the open house only, and shall not be posted any earlier than one hour (1 hour) before each day's open house is to begin and must be removed no later than one hour (1 hour) after each day's open house closes.
- A sign for the sale of a Unit is permitted in one window of the Unit only.
- Flags, pennants or their holders may NOT be affixed to any Common Element or Limited Common Elements by the Unit Owner.
- The Chestnut Hills Homeowners Association will install and maintain a flag holder on a pillar adjacent to each unit's Front entrance at the unit owner's expense. The flag holder may be used to display an American flag. The flag size shall not exceed 3 feet X 5 feet and the flagstaff may not exceed 6 feet in length. Decorative flags are not permitted.
- Unless specifically approved by the Board in writing, no other types of commercial or personal signage or advertising materials may be displayed anywhere on the Property.

H. WINDOWS AND WINDOW TREATMENTS

- Temporary window coverings such as sheets, bedspreads, etc., shall be of a neutral color and must be removed within a thirty- (30) day period after taking possession or occupancy of any Unit.
- Plastic of the type used for insulating or reducing UV light is permitted on the inside only of any window or glass surface provided that it is not of the reflective type and is not visible from the exterior of a Unit.
- No window awnings, canopies, exterior shutters, window air conditioners, or window fans of

any type are permitted.

- Windows replaced for whatever reason must be replaced using windows identical to those installed by the developer unless otherwise approved by the Board.

I. DISTURBANCES

- No noise, music or other sounds will be permitted at any time in such a manner as to cause a disturbance, agitate, or annoy in any way other residents. Complaints should be directed to the Village of Burr Ridge Police Department and to the Agent. The Board reserves the right, as it does for all violations of these Rules, to assess a fine for the account of the responsible Unit Owner per occurrence.

J. UNSIGHTLY CONDITIONS

- No clothes, sheets, blankets, laundry of any kind or other similar articles and materials shall be hung out on any part of the Common Elements or Limited Common Elements.
- Condominium Property shall be kept free and clear of all rubbish; debris, refuse and other unsightly materials and none shall be stored, deposited, or left thereon.
- Deliveries shall be made in such a manner that the delivered material is not stored or left on the Common Elements or Limited Common Elements excluding the inside of a Unit's garage. However, storage of any materials or items inside a Unit's garage that prevents the garage from being used for its primary purpose as set forth in ARTICLE VII C. above is strictly prohibited.

K. GARAGE SALES

- Garage, lawn, moving, or rummage sales of any kind are not permitted in The Chestnut Hills subdivision at any time.

L. INSURANCE

- The Association carries public liability insurance, property damage and liability insurance on the actions of the officers of the Association and Board of Directors. It is the responsibility of each Unit Owner to insure the non-Common Elements and non-Limited Common Elements and the contents of an individual Unit. The Agent can explain the Association's insurance in more detail, and provide information on how to obtain proof of insurance if needed.
- **a)** Each unit owner must obtain, at their cost, personal liability compensatory insurance, which will cover any damages to another unit caused by the unit owner or originating from their unit. This insurance shall provide insurance coverage for any damage to the other unit for decoration, painting, wall and floor coverings, trim, appliances, equipment and other furnishings of the unit owner. Said liability insurance must also cover any deductible of the unit owner whose unit was damaged, **b)** Each unit owner must provide evidence, satisfactory to the Board of Directors, that said insurance coverage has been obtained by the unit owner (s), **c)** If the unit owner does not either obtain such insurance coverage as outlined herein or fails to submit satisfactory evidence of such insurance coverage to the Board of Directors, the Directors may purchase such coverage and charge any premium costs back to the unit owner accordingly.

M. FIREWOOD STORAGE

- Firewood may only be stored in the garage. Storage of firewood shall be in compliance with all statutes, ordinances and regulations of all governmental branches and municipalities having jurisdiction over the property, which is part of, or associated with, the Association.

N. GAS GRILLS AND BARBECUING

- Installation- and placement of any type of permanent gas grill anywhere on the property is strictly prohibited effective March 20, 2008; however, hookup of a portable gas grill to a Unit's natural gas service is permitted provided a licensed contractor does such installation.
- Barbecuing in a Unit's garage is strictly prohibited.
- Gas grill propane tanks must remain on the outside of the Unit at all times.
- Gas grills must be in compliance with all statutes, ordinances and regulations of all governmental branches, and municipalities having jurisdiction over the property, which is part of, or associated with, the Association.

O. BUG AND INSECT CONTROLLING DEVICES

- Electronic or chemical bug and insect controlling devices, excluding candles, are not to be used after 10:30 p.m.
- Controlling devices are restricted to the Limited Common Elements.

P. SNOW REMOVAL

Subparagraph (e) entitled Snow Removal from Dedicated (Public) Streets of section 10 entitled Common Expenses, of the DECLARATION, is hereby deleted in its entirety and replaced with the following:

“(e) Snow Removal -- By resolution of the Board of Trustees of the Village of Burr Ridge, the Village of Burr Ridge has assumed the responsibility for providing snow plowing for all public streets within the subdivision. The Association shall have the obligation to provide snow plowing and snow removal services for all common parking areas, sidewalks, and driveways within the subdivision subject to the terms and conditions as set forth in the then current snow removal contract as approved by the Board.”

- The snow removal contractor is not responsible for plowing any Unit driveway where a vehicle is parked or remove snow from a front stoop where flowerpots are placed. In any event, the snow removal contractor shall not be responsible for any damage incurred to personal property left in Common or Limited Common areas while removing snow.

Q. WIND CHIMES

- Wind chimes of any type, kind or nature are prohibited on the Property regardless of location.

R. SECURITY

- Should any suspicious activities be observed anywhere on the property, including the area immediately adjacent to the property, please notify the Burr Ridge police authority

immediately providing them with the appropriate information relative to your observations including a description of the event, people involved, and the license numbers of any vehicles involved.

R. FLOOR COVERINGS

- Unit Owners shall not be obligated to maintain a floor covering upon all floor areas within the Unit Owners Unit, therefore, the second paragraph of section 16 of the DECLARATION entitled Decorating is hereby deleted in its entirety.
- Maintenance requests for Common Elements or Limited Common Elements shall be submitted to the Association's designated Management Company.
- Expenses incurred as a result of a maintenance request outside that which has been approved by the Board shall be charged to the Unit Owner making the request.

U. LANDSCAPING

- Unit owners may plant flowers (no vegetable plants or bushes) in the existing shrub beds immediately adjacent to their unit. Flower planting will be limited to the existing shrub beds. Consideration should be given to height of plant so as not to shade out existing plants. All planting will be subject to approval by the Landscape Committee and a drawing of suggested planting must be submitted in writing as a pre-condition for consideration of the request. Planting Request Forms are to be submitted to the Landscape Committee. The Committee will have 10 (ten) business days to review the plan and will communicate with the homeowner whether it is approved, modified or denied. After approval to plant has been given, the owner assumes all responsibility for keeping these plants weed free and in good condition. Planting season will begin in the spring and end October 31st of each year. Neither the Association nor the landscaper shall be held responsible for damages.
- All annuals planted by the owner must be removed by October 31st of each year. All perennials must be properly maintained both during and after the flowering season. Failing to adhere to the time lines cited above, the Landscape Committee reserves the right to have them removed at the owner's expense.
- The unit owner may not plant around trees. There are to be no attachments of any kind to any bushes or trees on the property. Decorative items such as hanging baskets, bird feeders, bird houses, etc. may **not** be placed on a shepherd's hook and placed in existing shrub beds.
- Owners may **not** remove or change any existing landscape plants or shrubs. Any damages done to these will be charged to the unit owner for each damage.
- The Association reserves the right to remove from the property plants not properly maintained at the homeowner's expense.
- **Homeowners, who have existing plantings, should document and submit this to the Landscape Committee, along with your Flower Planting Request Form.**

CHESTNUT HILLS CONDOMINIUM ASSOCIATION

Flower Planting Request Form

NAME: _____

ADDRESS: _____

PHONE, HOME: _____ WORK: _____

DRAWING OF SUGGESTED PLANTINGS:

LIST OF PLANTS:

Please document any existing plantings you have prior to January 1, 2007.

SIGNATURE _____ DATE _____

Return completed form to: Mary Ann Keegan, Chairperson, Landscape Committee,
7221 Chestnut Hills Drive.

V. EMERGENCIES

- In the event of any emergency, contact the Management Company with whom the Association has contracted the management of the Property and the appropriate governmental entity.

W. SATELLITE DISHES - OVER-THE-AIR RECEPTION DEVICE (OTARD), INSTALLATION REQUIREMENTS

1. An owner that wishes to install only one (1) satellite dish needs to first submit a written request to the Management office that describes the proposed installation and location before beginning any work. Satellite dishes shall be installed so as not to be visible from the street passing immediately in front of the unit. **Owners need to request a form "Exhibit D" to complete and submit to the management office for board review and approval.**
2. A satellite dish may be installed on Limited Common areas, such as: patios, decks, balconies, front porch post (shrubbery needs to be placed to hide the dish) or on the 'framework' of the chimney. Dishes are not allowed on exterior walls, roofs, or in shrubbery, grass, trees or other Common areas without approval of the Association. **Also it is necessary to complete a "Common Area License Agreement".**
3. The satellite dish shall not exceed 18" in diameter and **the color to match** the roof shingles or siding of the building on which it is installed using a professional satellite dish installer that is bonded and insured.
4. A copy of the certificate of insurance from the installer needs to be given to the management office at the same time as the written request proposing the satellite installation.
5. A satellite dish must be installed in a safe and proper manner in accordance with the installation instructions. **A "Hold Harmless" agreement will need to be completed** which requires the owner to indemnify and defend the association in the event there is any harm to person or property caused by or resulting from the installation, maintenance or use of said dish.
6. Homeowners shall not permit their satellite dishes to fall into despair or become a safety hazard. Homeowners shall be responsible and liable for any and all costs associated with the installation, maintenance and use of their dish including but not limited to: **(1)** the placement (or replacement) of the dish; **(2)** the repair of any property damage caused by the installation or removal of the dish; **(3)** the payment of any and all medical expenses incurred by persons involved in the installation, maintenance, and use of the dish; **(4)** the cost of restoration of the installation site to its original condition upon removal of the dish or sale of the unit unless the new owner agrees, in writing, to take over the aforementioned responsibilities.
7. The satellite dish wiring and all other apparatus shall not encroach on any portions of the Association property outside the owner's exclusive use or control. Any apparatus that extends into the Association's Common elements **will need board approval and be included in the "Common Area License Agreement".**
8. Any satellite dishes currently installed and not in violation of the current Rules and Regulations shall be permitted to remain until the current owner sells the unit. At that time the dish installation shall be brought into compliance with the Rules and Regulations.
9. Should the satellite dish become detached, the Homeowner shall move or repair the detachment within 72 hours of the detachment. If the satellite dish becomes dislodged and threatens safety in any manner, the Association may remove it immediately at the expense

of the Homeowner.

10. The Association will not be responsible for any repairs associated with the use or maintenance of the satellite dish or its appurtenances.

The above rules and guidelines adhere to the current Federal Communications Commission (FCC) rulings regarding OTARD.

ARTICLE IX

VEHICLE AND PARKING RESTRICTIONS

A. GENERAL

- ❑ All vehicles must be parked within permitted areas.
- ❑ No overnight parking (2 A.M. - 6 A.M.) in the streets is permitted without police approval. This is a Village of Burr Ridge ordinance.
- ❑ Vehicles shall not be parked, maintained, or stored on the Property so as to obstruct the passage of other vehicles, interfere with ingress to or egress from driveways, other than the Unit Owner's, or pedestrian use of sidewalks.
- ❑ All vehicles are restricted to paved surfaces, including the streets, driveways and parking areas on the Property. There shall be no parking or routes of passage across any other portions of the Property, including all lawn areas, sidewalks and fire lanes.
- ❑ Only Permitted Vehicles, as defined herein, shall be parked in front of any garage door.
- ❑ Permitted Vehicles shall not be parked, or maintained on any driveway without the express permission of the Unit Owner or Resident having the right to the exclusive use, possession and control of that driveway.
- ❑ Parking, maintenance or storage of Non-Permitted Vehicles, as defined herein, on any portion of the Property is expressly prohibited. However, commercial vehicles may park in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by the Resident or the Association.
- ❑ During any snowfall where there is an accumulation of two (2) or more inches, to allow for snow removal activities, no vehicle shall be parked, maintained or stored on any street within the subdivision.
- ❑ The snow removal contractor may not plow any driveway in which a vehicle is parked.
- ❑ Recreational vehicles, motor homes, boats and trailers, snowmobiles and trailers, and travel trailers may be placed on the Unit's driveway just for the time that is needed to load and unload personal belongings.
- ❑ Common Parking Areas — The Common Parking areas located on the Condominium Property are unassigned outdoor parking spaces which may be used for the temporary parking (temporary parking being defined as not exceeding forty-eight (48) hours) of motor vehicles of Unit Owners, Residents, guests, agents and invitees, except that no Non-Permitted Vehicles, as defined herein, shall be parked overnight in the Common Parking Areas except in the case an emergency repair to a dwelling Unit.
- ❑ No major car repairs are permitted anywhere on the Property including a Unit's driveway or in the street.
- ❑ Unit Owners are to request that all guests, visitors, contractors, etc., not park in the public street area unless necessary, and if necessary, such parking shall be limited to less than four (4) hours.

B. VEHICLE ENFORCEMENT PROCEDURE

- The Board may designate a person, persons or a committee, to make determinations of parking and vehicle violations and to place stickers and notices on the violating vehicles. (**EXHIBIT “F”**)
- The Board is authorized to execute a towing contract with an appropriate company or individual to effect removal of vehicles violating these Rules. If such a contract is negotiated, the name and number of the towing company will be properly posted in accordance with local laws.
- The Board of Directors and the Managing Agent have the authority to authorize a violating vehicle to be towed.
- If it is determined by the Board or a Board designated person, persons, or committee that a violation has occurred or is presently occurring, the Board or the Board’s designee may take any or all of the following actions, including but not limited to authorizing the removal of the vehicle, for the reasons and under the circumstances as noted:
 1. Attach a notice to the vehicle.
 2. Record the vehicle license number, date of the violation, type of violation and vehicle owner if known, on a permanent record of violations to be maintained by the Agent.
 3. Notify the vehicle owner of the violation and request that immediate corrective action be taken.
 4. Notify the Unit Owner and/or resident whose guest or invitee is causing the violation and request that immediate corrective action be taken.
 5. Notify the appropriate Village of Burr Ridge authority and request that a citation be issued or, if permitted by law, that the violating vehicle be removed.
 6. Instruct the Agent to levy a fine in accordance with **ARTICLE IV** above.
 7. Any vehicle that is determined to be abandoned within the definition set forth above may be removed by the Association without notice to the vehicle owner and at the vehicle owner’s expense.

ARTICLE X

LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS

A. NOTICES

- All Unit Owners who do not reside in a Chestnut Hills Condominium Unit are required to provide the Association or its Managing Company or Agent with a permanent address and home and work telephone numbers where they may be reached in an emergency. Any cost incurred by the Association in obtaining such information shall be assessed to that Unit Owner’s account. Unless otherwise provided by law, any Unit 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 Association shall not be liable for any loss, damage, injury or prejudice to the right of said Unit Owner caused by any delays in receiving notice resulting there from.

B. UNIT LEASING

- ❑ A Unit Owner may not lease less than the entire Unit, nor may the Unit be leased for hotel or transient purposes. Every lease or sublease entered into for a Chestnut Hills Condominium Unit must be for a period of at least one (1) year unless the Board of Directors consents in writing to the contrary.
- ❑ Copies of all leasing documents are to be presented to the Board for review for compliance with the provisions set forth herein at least 15 days prior to the effective date of said lease or sublease.

C. LEASING DOCUMENTS

- ❑ All leases subleases must be in writing and shall be in accordance with all the provisions of the Declaration, By-Laws and Rules, Regulations, Policies and Procedures of the Association.

D. NOTICE OF INTENT TO LEASE

- ❑ Every Unit Owner intending to lease a Unit is required to give prior written notice to the Board of Directors of their intention. The Unit Owners shall add to the lease, the Rider, which shall be substantially in the form attached as **EXHIBIT “G”**, signed by all parties executing the lease.

E. COPIES OF ASSOCIATION DOCUMENTS

- ❑ As provided for and acknowledged in **EXHIBIT “G”**, each Unit Owner shall be responsible for providing his or her lessee(s) with copies of the Declaration, By-Laws and Rules, Regulations, Policies and Procedures and supporting documents.

F. VIOLATIONS AND ENFORCEMENT

- ❑ In the event of any violation of the Declaration, By-Laws or Rules, Regulations, Policies and Procedures of the Association by a lessee, the Board, in its sole discretion, shall determine what action or actions are necessary against the Unit Owner or lessee as the case may be. When the Board, in its sole 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 Association, in connection with any violations under these rules, shall be assessed to the account of the Unit Owner responsible.

G. EFFECTIVE DATE

- ❑ The provisions herein relating to the execution of new leases shall become effective upon the expiration of any lease currently in effect. However, the requirements set forth in paragraph “A” above, with respect to information necessary to contact the Unit Owner and paragraph “E” above, with respect to providing the lessee with copies of the Association’s documents, are effective immediately.
- ❑ Unit Owners are required to supply the Association with a photocopy of any existing lease within thirty (30) days of notification of the implementation of these rules.

ARTICLE XI

PROCEDURES REGARDING TRANSFER OF UNIT OWNERSHIP

A. GENERAL

- ❑ In the event of any resale of a Unit, the following rules and procedures shall apply, except to the extent they are in conflict with the Act, in which case the provisions of the Act shall control.
- ❑ The Association shall provide any Unit Owner, upon fifteen (15) days notice to the Board or its authorized agents, a statement of the Unit Owner's account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. The Association will charge a reasonable fee for this service, which is presently set at fifteen dollars (\$15.00) per request. The Board may change this amount at any time.
- ❑ In the event a request is made which requires this information to be provided in less than the fifteen (15) days period provided by the Act, the Association may charge the Unit Owner an additional fee which shall be calculated by taking the difference between fifteen (15) days and the number of days remaining until the information must be provided times ten (\$10.00) dollars per day.
- ❑ When the Association is requested by a Unit Owner to provide a letter showing the status of assessments, the letter provided shall be substantially in the form set forth in **EXHIBIT "H"**
- ❑ Further, in compliance with the Act, a prospective new Unit Owner shall be provided such information relative to the financial accounts of the Association as well as current and planned Capital Expenditures, and such information shall be provided substantially in the form as set forth in **EXHIBIT "I"**.

B. REVOCABLE PROXY

- ❑ At the time the Association is notified of a perspective new Unit Owner, the Association shall solicit a proxy from each new Unit Owner.

EXHIBIT "A"

CHESTNUT HILLS CONDOMINIUM ASSOCIATION

Notice of Violation & Request for Hearing

To: _____ **Date:** _____

Sent: Certified Mail Return Receipt Requested

Re: Declaration, By-Laws or Rules, Regulations, Policies and Procedures

You are hereby notified, as the Owner of a Unit at Chestnut Hills Condominium Association, Burr Ridge, Illinois, that the Association has reason to believe you are in violation of one or more of the Association's Declarations, By-Laws or Rules, Regulations, Policies and Procedures. You are entitled to a hearing on the merits of the alleged violation(s). The action(s), which caused this complaint, occurred on or about _____, 20__ and is/are described as follows:

(Use additional paper or attach supporting documentation as required)

The association is governed by the Declaration, By-Laws and various Rules, Regulations, Policies and Procedures, which you are charged with violating. Should you elect to exercise your right to a hearing, you must file the appropriate request (See Exhibit "B" of the Rules, Regulations, Policies and Procedures) within fifteen (15) days of the date of this notice with the Board of Directors in accordance with the Association's rules, Regulations, Policies and Procedures. PURSUANT TO THE RULES, REGULATIONS, POLICIES AND PROCEDURES, IF YOU FAIL TO REQUEST A HEARING WITHIN 15 DAYS FROM THE DATE OF THIS NOTICE, OR FAIL TO APPEAR AT SUCH HEARING, YOU WILL BE FOUND GUILTY BY DEFAULT, AND BE LIABLE FOR ALL FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES AS MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT.

IF YOU ARE FOUND GUILTY OF THE VIOLATION THROUGH WHATEVER PROCESS PURSUANT TO THE ASSOCIATION RULES, REGULATIONS, POLICIES AND PROCEDURES AND THE VIOLATION (S) CONTINUE TO EXIST BEYOND THE TIME PROVIDED FOR BY THE BOARD FOR ITS CORRECTION, YOU WILL RECEIVE ONE ADDITIONAL NOTICE OF VIOLATION, AFTER WHICH THE ASSOCIATION RESERVES THE RIGHT TO TAKE IMMEDIATE ACTION TO CORRECT THE VIOLATION AT YOUR EXPENSE AND THE BOARD FURTHER RESERVES THE RIGHT TO APPLY, TO YOUR ACCOUNT, AN ADMINISTRATIVE CHARGE FOR MAKING THE CORRECTION IS A MINIMUM AMOUNT OF \$250.00.

Please consult the Associations Rules, Regulations, Policies, and Procedures for further details. You may request a hearing by completing the attached "REQUEST FOR A HEARING" FORM and sending it to the Association at the address listed below. The request MUST be received within fifteen (15) days of the date of this NOTICE OF VIOLATION.

CHESTNUT HILLS CONDOMINIUM ASSOCIATION:

Oak & Dale Properties, Inc.
211 Chicago Avenue #10

Hinsdale, Illinois 60521
Phone: 630-323-8810
Fax: 630-323.8910

If you have any questions regarding the violation(s), please contact our management

CHESTNUT HILLS CONDOMINIUM ASSOCIATION
VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all known information, if unknown, so state.

Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS (ES) TO VIOLATION:

Witness's Name _____ Address _____

Phone No. _____

Witness's Names _____ Address _____

Phone No. _____

Other Witness's:

Name: _____ Phone No. _____

Name: _____ Phone No. _____

Name: _____ Phone No. _____

INFORMATION CONCERNING VIOLATOR:

(1) Violator's Name Address
Phone No. _____

(2) Violator's Name Address
Phone No. _____

(3) Violator's Name Address
Phone No. _____

INFORMATION CONCERNING VIOLATION:

Violation Date Time Location

Section(s) of Declaration, By-Laws or Rules & Regulations violated:

Witness' Observations:

Were any photographs or sound recordings made? Yes _____ No _____ By whom? _____

Include all tapes or photographs with this form or forward them as soon as possible to the Board of Directors. Include the name of the person who made the tape or photograph, the date it was taken and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO BE. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEY TO PROVIDE ADDITIONAL STATEMENTS, AFFIDAVITS, DEPOSITIONS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature 20__

EXHIBIT "C"

CHESTNUT HILLS CONDOMINIUM ASSOCIATION

NOTICE OF DETERMINATION BY THE BOARD REGARDING A VIOLATION OF THE RULES, REGULATIONS, POLICIES AND PROCEDURES

TO: _____ DATE: _____

On _____, 20____, you were notified of a violation of the Declaration, By-Laws or Rules, Regulations, Policies and Procedures of the Association. Pursuant to the Association rules:

- A hearing was held at your request on _____
- You have admitted to the violation by DEFAULT and waived your right to request a hearing regarding the violation. After considering the complaint, the following determination has been made and the following action(s) will be taken:
- You were found not guilty and no action will be taken.
- A _____ violation of the Association's Declaration, (1st, 2nd, etc.) By-Laws or Rules, Regulations, Policies and Procedures has occurred and a fine in the amount of \$_____ is now due. A FINE EVERY DAY WILL BE IMPOSED FOR A CONTINUING VIOLATION UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED AND AGREES THAT THE VIOLATION HAS BEEN ELIMINATED.
- Damages, expenses and administrative charges in the total amount of \$ have been incurred 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, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

CHESTNUT HILLS CONDOMINIUM ASSOCIATION

BY: _____

TITLE: _____

Owners Printed Name

Address City State Zip

Phone No.

Date

EXHIBIT "D"

**THE CHESTNUT HILLS CONDOMINIUM ASSOCIATION
REQUEST FOR ARCHITECTURAL VARIATION**

NAME: _____ DATE: _____

ADDRESS: _____

TELEPHONE: _____

NATURE AND JUSTIFICATION OF VARIATION: (Attach additional sheets if more space is required)

COLOR: _____ STYLE: _____

LOCATION: _____ DIMENSIONS: _____

CONSTRUCTION MATERIALS AND SUPPLIES: (Attach a complete list of all materials and supplies required)

EST. PERIOD OF PERFORMANCE: _____ APPROX. COST: _____

PLANS AND SPECIFICATIONS OF ALL ARCHITECTURAL VARIATIONS
MUST BE SUBMITTED AND ATTACHED TO THE/THIS EXHIBIT "D" TO
SHOW LOCATION AND DIMENSIONS.

We, the undersigned, do hereby acknowledge that we understand the rules concerning the proposed improvement. We agree to abide by the rules set forth by the Board of Directors and will be solely liable for upkeep maintenance on these variations.

DATE: _____ SIGNED: _____
(Homeowners)

FOR OFFICE USE ONLY:

APPROVED BY: _____ DATE APPLICATION REC'D: _____

INSPECTED BY: _____ RECEIVED BY: _____

INSPECTED BY: _____ DISAPPROVED BY: _____

REASONS FOR DISAPPROVAL:

EXHIBIT "E"

**UNIT OWNER HOLD-HARMLESS AGREEMENT FOR THE INSTALLATION
OF AN OVER-THE-AIR RECEPTION DEVICE**

WHEREAS, the Unit Owner has expressed an interest in installing an Over-The-Air Reception Device (hereinafter "Device" or "OTARD") as defined in Section 207 of the Telecommunications Act of 1996, 47 C.F.R. Sec. 1.4000 (hereinafter the "Act of 1996"); and

WHEREAS, the Chestnut Hills Condominium Association, (hereinafter referred to as the "Association") requires that prior to such installation that the Unit Owner execute this Hold-Harmless Agreement protecting the Association and its residents; and

NOW THEREFORE, the Unit Owner agrees as follows:

To indemnify and hold harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of the Over-The-Air Reception Device, including the payment of any and all costs of litigation and attorney's fees resulting therefrom. The Unit Owner further agrees to be responsible for any damage to the Property or any injury to any individual as a result of the installation of the Device.

Further, the Unit Owner agrees, that upon transference of the ownership of the Unit, to inform the successor in title, including any purchaser, by Articles of Agreement for Warranty Deed, or tenant, of the existence of this Hold-Harmless Agreement and the associated Rules, Regulations, Policies and Procedures pertaining to the installation and obligations of the Unit Owner as a result of the installation of any Over-The-Air Reception Device.

Further, all obligations contained herein, including the appropriate obligations contained in the Rules, Regulations, Policies and Procedures shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new Hold-Harmless Agreement, the Board reserves the right to levy a monthly and continuing fine or assessment, as long as there is no Hold-Harmless Agreement in force, to the successor in interest in an amount sufficient to acquire a liability insurance policy with a face value in an amount as may be approved by the Board.

Further, the Unit Owner understands and agrees that should the Device not be constructed in strict compliance with the appropriate Rules, the Board may authorize its removal and all costs associated therewith shall be the responsibility of the Unit Owner.

Further, the Unit Owner agrees to assume full financial responsibility for the maintenance, repair, or replacement to the Property resulting from the installation of the Device.

Finally, the Unit Owner agrees to assume all financial responsibility for restoring the Property to its original condition upon removal of the Device.

IN WITNESS WHEREOF, the Unit Owner has executed this Agreement as of the day and year indicated below.

Name of Unit Owner(s)

Signature of Unit Owner(s)

Unit Address of Installation

Unit Owner's Telephone Number

Please mail or fax your request to:

Oak & Dale Properties, Inc.
211 W. Chicago Avenue #10
Hinsdale, IL 60521
630-323-8810 x 207
630-323-8910 Fax

EXHIBIT "F"
CHESTNUT HILLS CONDOMINIUM ASSOCIATION
NOTICE OF PARKING VIOLATION

DATE: _____ TIME: _____

This vehicle is parked in violation of the Rules and Regulations of the Chestnut Hills Condominium Association for the following reason(s):

This is your (CHECK ONE): First _____ Second _____ violation of the Association's

Vehicle Rules. UPON A THIRD OR SUBSEQUENT VIOLATION, YOUR VEHICLE MAY BE TOWED WITHOUT NOTICE TO YOU.

NOTE: IF YOU WISH TO PROTEST THIS VIOLATION, YOU MUST CONTACT THE ASSOCIATION IN WRITING AND REQUEST A HEARING WITHIN IN ACCORDANCE WITH THE ASSOCIATION'S POLICIES AND PROCEDURES REGARDING ENFORCEMENT. IF YOU FAIL TO PROTEST WITHIN 21 DAYS, THE VIOLATION WILL BE DEEMED ADMITTED, AND YOU MAY BE ASSESSED COSTS AND EXPENSES OF AT LEAST \$25.00.

Please phone the Association's Manager at 630-323-8810 if you have any questions or to obtain a copy of the Association's Rules.

Signature of Authorized Agent/Manager

EXHIBIT "G"

CHESTNUT HILLS CONDOMINIUM ASSOCIATION

RIDER TO LEASE

This RIDER is added to the attached lease in accordance with the Rules, Regulations, Policies and Procedures of Chestnut Hills Condominium Association (hereinafter "Association"). By this RIDER, the undersigned Parties to said lease expressly acknowledge that every lease and the Parties thereto, shall be subject in all respects to the provision of said Declaration, as well as the By-Laws, Rules, Regulations, Policies and Procedure of the Association as they may be amended from time to time, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

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

I (We) hereby certify that I (We) have provided the Lessee the proper copies of the Association's Declaration, By-Laws and Rules, Regulations, Policies and Procedures. If the Declaration, ByLaws and Rules, Regulations, Policies and Procedures are not available to the Lessee, contact the Management Company or Agent to obtain a copy for a fee of \$10.00. The documents will be sent to you and you, as the Unit Owner, remain responsible for providing them to the lessee.

ACKNOWLEDGMENTS

Signature of Lessor (Landlord/Unit Owner)

Signature of Lessee (Tenant)

Signature of Lessor (Landlord/Unit Owner)

Signature of Lessee (Tenant)

Date

Date

* * * * *

Please complete the following for the Association's use only:

Lessor Information:

Tenant Information:

Emergency Phone —Home

Emergency Phone - Home

Emergency Phone — Work

Emergency Phone – Work

Home Address

City State Zip Code

EXHIBIT "H"

STATEMENT OF ACCOUNT STATUS

TO: _____ DATE: _____

ADDRESS: _____

Reference: Statement of account for (Address) _____

Dear Unit Owner or Perspective Unit Owner:

You have asked the Association for a statement of account for unpaid assessments or other charges due to the Chestnut Hills Condominium Association on the Unit identified above. In response to your inquiry, the Association's records presently indicate that assessments have been paid through _____, 20____. There remains the amount of \$ _____ outstanding. Currently, assessments for the about identified Unit are \$ _____ per month, plus special assessments in the amount of \$ _____ per month as identified below.

Reasons for special Assessments if any:

NOTICE

- ❑ The Unit for which this Statement of Account Status is being given HAS NOT been inspected for any potential violations, unless otherwise noted herein, and any conveyance would not waive any such violation.
- ❑ The current Unit Owner (Seller) is responsible for providing a copy of the Declaration, By-Laws, and Rules, Regulations, Policies and Procedures to the purchaser at the time of closing. If the Declaration and By-Laws and Rules, Regulations, Policies and Procedures are not available to the purchaser at the time of closing, a certified check, money order, title company or lending institution check may be made payable to the Chestnut Hills Condominium Association Management Company or Agent in the amount of \$25.00 and a copy of the documents will be provided. The check or money order must reflect the address of the Unit involved.

Submitted by the Management Company or Agent on behalf of the Chestnut Hills Condominium Association.

Managers signature

DATE: _____

EXHIBIT "I"

CHESTNUT HILLS CONDOMINIUM ASSOCIATION

DISCLOSURE STATEMENT

TO: _____ DATE: _____

RE: Ownership Information for (Address) _____

Dear Unit Owner & Prospective Unit Owner:

Pursuant to the Illinois Condominium Property Act, (Illinois Revised Statutes Chapter 30, Section 22.1) regarding resale of Units, we are pleased to provide the following information in response to your written request within thirty (30) days of the receipt thereof. Under the Association's Rules, Regulations, Policies and Procedures, if the request was received less than thirty (30) days from the date due, the Unit Owner may be charged a fee often dollars (\$10.00) per day for each day under the thirty day period.

In accordance with the requirements of the Act, enclosed herein you will find the following information regarding the Association:

- a. The Declaration and By-Laws;
- b. The Rules, Regulations, Policies and Procedures of the Association;
- c. A statement of the financial condition of the Association, for the last fiscal year for which such statement is available.
- d. As of the date of this DISCLOSURE STATEMENT, ATTACHMENT (1) hereto details the liens, if any, that have been filed against the Property (Unit). ATTACHMENT (1) indicates the source, nature, and amount of the lien and what steps are being taken to have it removed. If none exists, ATTACHMENT (1) shall so indicate.
- e. PART I of ATTACHMENT (2) hereto detail the Association's approved capital expenditures, upon which work has not begun or for which the bill has not been paid. If none exists, ATTACHMENT (2) shall so indicate.
- f. In addition to the capital expenditures set forth in PART I of ATTACHMENT (2), PART II of ATTACHMENT (1) detail the capital expenditures that the Association anticipates the necessity for over the present or the next two succeeding fiscal years. If none exists, PART II of ATTACHMENT (1) shall so indicate.

ATTACHMENT (1)
LIENS ON THE PROPERTY

ATTACHMENT (2)

CAPITAL EXPENDITURES

PART I-APPROVED CAPITAL EXPENDITURES NOT UNDERWAY OR FOR WHICH THE INVOICE HAS NOT BEEN PAID

PART II—FUTURE CAPITAL EXPENDITURES

ATTACHMENT (3)

ADDITIONAL ASSOCIATION INFORMATION

NOTE TO PROSPECTIVE PURCHASERS: The following items are not required by Section 318.5 (g) of the Act, but the Board has chosen to provide this information for your information as a courtesy.

- ❑ As of this date, the Association has knowledge of the following violations of the local municipal building, housing or other applicable codes, which exist either within the Unit being purchased or the Association's Common Elements. (Indicate nature and location of violation and the estimated cost to correct. If none, so indicate):
- ❑ The following items are enclosed:
 1. A current budget of the Association.
 2. A current list of officers and directors of the Association. In addition, information on the Association's Managing Company or Agent, if any, how and when the Association may be contacted, and the scheduled times, dates and locations of the Association's meetings are also included to the extent that information is available.
- ❑ The Association has pending the following lawsuits or judgments. (Indicate parties, nature of action, relief sought and dollar amounts involved. If none, indicate so):
- ❑ The Association carries the following insurance coverage. (Please note: Owners have the responsibility for liability insurance on the Unit and for insuring their personal property and decorating, including such items as painting, paneling carpeting, etc.):
 1. Property Damage - \$_____
 2. Legal Liability (common elements) - \$_____
- ❑ As of this date, it is believed that any improvements or alterations, which have been made to the Unit or to the Limited Common Elements assigned to the Unit, are in compliance with the Condominium Instruments and the Association's Rules, Regulations, Policies and Procedures except as noted below. (Please note that this is good faith belief, no on-site inspection having been made nor verified in writing. The Association is not bound by this statement absent an inspection and written verification.):

PLEASE NOTE: THIS INFORMATION IS VALID AS OF THE ABOVE DATE. THE ASSOCIATION MAKES NO REPRESENTATIVES AS TO ANY CHANGES OR EVENTS WHICH TAKE PLACE AFTER THE ABOVE DATE INCLUDING BUT NOT LIMITED TO, UNPAID ASSESSMENTS OF FEES.

CHESTNUT HILLS CONDOMINIUM ASSOCIATION

CHESTNUT HILLS CONDOMINIUM ASSOCIATION
INSTRUCTIONS FOR COMPLETING REVOCABLE PROXY

- ❑ Print the name or names of the Unit Owner(s) in the first blank. If the Unit is held in trust, this must be the trustee and the beneficiary of the trust.
- ❑ Print the complete address of the Unit in the next blank.
- ❑ Print the name of the PROXY OF YOUR CHOICE other than yourself in the blank after the word “appoint”. If there is no one you wish to appoint, fill in the blank with “X’s”. If you do not appoint anyone, or in the event your appointed proxy does not appear, your proxy may be cast by a majority vote of the Board, which is then in office.
- ❑ Print the DATE, YEAR, and CITY where the proxy is completed, in the blanks at the end.
- ❑ SIGN on the signature line or lines at the bottom of the proxy. If the Unit is held in trust, this should be signed by an officer of the bank which is the trustee.
- ❑ Return the signed proxy to the Association’s Management Company or Agent.

