

**RULES AND REGULATIONS
FOR
FOREST GATE HOMEOWNERS ASSOCIATION**

Adopted and Effective this ___ day of _____, 200_.

PREAMBLE

These Rules and Regulations have been adopted with the intent of providing the residents of Forest Gate Homeowners Association (hereinafter "Association") with specific information and guidance in order to maintain a harmonious atmosphere within the Forest Gate community. These Rules shall be binding on all owners, occupants, invitees and guests on the Association property.

These Rules and Regulations shall supersede any other Rules and Regulations for the Association. Final authority for interpretation of these Rules and Regulations lies with the Board of Directors.

A. VIOLATIONS

1. For Declaration, By-Laws and Rules and Regulations to be completely effective and enforceable, each owner should be in a position to report violations to the Board or the Association's Property Manager. Owners reporting violations must be objective in their reports.
2. Owners are ultimately responsible for the actions of their occupants, invitees and/or guests.
3. All reports of violations must be written, signed by an individual residing within the Association, and delivered or mailed to the Association's Property Manager. A copy of the Violation Report form is attached hereto. However, the Property Manager will accept hand written reports in the same general form as the enclosed form.

B. FINE PROCEDURE

1. The Board will review each report of violation.
2. The offending owner will be notified in writing, using the attached Violation Notice form or any proper report. Such notice shall be sent by regular mail or hand delivered to the offending owner and shall include the date when the Board will meet with the owner to conduct a hearing on the alleged violation.
3. Should an Owner wish to contest the violation he or she must attend the Board Meeting noted on his or her Violation Notice. The owner will be given the opportunity to present

any evidence on his/her behalf.

4. At the hearing, the Board will advise the owner of the evidence it has of the alleged violation. The offending owner will then have the right to present his/her case. The Board has the right to limit the length of the meeting.
5. At the conclusion of the hearing, the Board will vote on whether or not a violation has been proven and if a monetary fine will be imposed. A majority of the Board must approve the imposition of a fine. Within five (5) days of the hearing, the Board will provide the owner with written notification of the findings. The Board's decision is deemed FINAL.
6. If an owner fails to attend the hearing or submit a written request to reschedule the meeting, at least forty-eight (48) hours before the scheduled meeting, his failure to attend the hearing will result in the allegations being deemed admitted.
7. *If the Board determines that the owner and/or tenant is guilty of the violation, fines will be posted to the owner's account. Fines will be applied as follows:*

a. Minor Offense:

First Offense: The homeowner will have seven (7) days to correct the violation. Failure to correct the violation within that time frame, will result in the assessment of a \$25.00 fine.

Second Offense of the same violation: Immediate assessment of a \$50.00 fine.

Subsequent Offenses of the same violation: Immediate assessment of a \$100.00 fine and/or initiate any other recourse allowed by the Declarations, By-Laws or applicable Illinois law, including but not limited to initiating legal action.

b. Major Offense:

First Offense: The homeowner will have seven (7) days to correct the violation. Failure to correct the violation within that time frame, will result in the assessment of a 50.00 fine.

Second Offense of the same violation: Immediate assessment of a \$100.00 fine.

Subsequent Offense of the same violation: Immediate assessment of a \$200.00 fine and/or initiate any other recourse allowed by the

Declaration, By-Laws or applicable Illinois law, including but not limited to initiating legal action.

IF THE MAJOR OFFENSE COMMITTED VIOLATES SECTION E , PARAGRAPH 17 OF THESE RULES AND REGULATIONS, OR IF AN OFFENSE CAUSES IMMEDIATE RISK TO INDIVIDUAL SAFETY OR VALUE OF THE ASSOCIATION PROPERTY, THE BOARD OF DIRECTORS CAN IMMEDIATELY ASSESS A \$200.00 FINE AND/OR INITIATE ANY OTHER RECOURSE ALLOWED BY THE DECLARATION, BY-LAWS OR APPLICABLE ILLINOIS LAW, INCLUDING BUT NOT LIMITED TO INITIATING LEGAL ACTION.

8. In all cases, fines are charged to owners and the owner is responsible for payment of the fines. If the owner's tenant or guest violated the Declaration, By-Laws or these Rules and Regulations, the owner is still responsible for payment of the fine.
9. Should owners delay in payment of fines, they will be referred to the attorney for collection in the same manner as late assessment payments are now referred.
10. In addition to imposing a monetary fine, the Board has the right to pursue all legal or equitable remedies available to it, in addition to or instead of imposing a fine, to enforce any of the restrictions within the Rules, Declaration or Bylaws for the Association.
11. A homeowner who violates these Rules and Regulations, or any restriction within the Association's Declaration or Bylaws, will be responsible for reimbursing the Association for all costs and attorney's fees incurred.

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C. REFUSE AND RECYCLING COLLECTION

1. All garbage, placed in a garbage can, must have a cover that closes tightly and stored in the garage of each residence.
2. No garbage stored in a plastic bag only may be placed on the curb overnight.
3. Garbage can and recycle bins may not be placed on the curb earlier than 6 p.m. on the evening prior to the designated pick up day.
4. Empty containers must be placed in the garage by the end of the designated pick up day.
5. Unit Owners are responsible for making arrangements, at their expense, for the disposal of any and all large items (i.e. refrigerators, ranges, dishwashers, washers/dryers, and furniture, etc.).
5. *A violation of this section shall constitute a minor offense.*

D. PARKING

1. A vehicle over 21 feet long, whether a single unit or a tow vehicle and trailer, is not to be parked on the Association property, except when temporarily parked and used to move furniture or other items in and/or out of a residence, or to perform certain work within a Residence or on the Common Areas. No trailer or vehicle bearing advertising shall be left overnight on the Association's property, without the Board's prior written approval.
2. A vehicle parked in the common parking area shall not be parked in any "No Parking" area as designated by the Village or the Association. No Owner, Occupant, guest, tenant, or invitee shall park on the perimeter ring road at any time.
3. An Owner, occupant, guest, tenant, or invitee shall not park on or block the driveway of any other Owner without their express permission.
4. No parking is allowed in or on the grass or front walk. This provision prohibits even temporary parking used to move furniture or supplies.
5. No campers, boats, and/or trailers shall be parked on the common areas and/or drives without first obtaining the permission of the Board, except as provided in paragraph D.1. Campers, boats, and/or trailers must be parked and stored in closed garages.
6. Only properly licensed and operable passenger vehicles may be parked on the common areas and/or drives.
7. Abandoned vehicles are not permitted on the common areas. A vehicle is considered abandoned if: 1) it is not operable in its present condition because of disrepair; 2) it has not been moved for a continuous two week period; or 3) it does not have a valid license plate.
8. Parking of commercial vehicles is prohibited unless temporarily parked for the purpose of making a delivery, pick-up, or performing a repair as requested by the Association or Owner.
9. Snowmobiles and ATV's may not be operated, parked or stored on the common property.
10. Vehicle washing may be done only on private driveways or in the garages. Similarly, minor vehicle repairs may be performed only on the Owner's driveway or in the garage, in an emergency situation, but at no time may oil for a vehicle be changed on the driveway or in the garage. Common areas, may not, under any circumstances, be used for vehicle washing or repairs.
11. No vehicle may be parked such that it blocks or hinders access to another home,

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garage or driveway.

12. No vehicle may be parked in the street when there is more than two inches of snow. If a vehicle is parked in the street and it interferes with the Association's ability to remove the snow, the Association reserves the right to tow any vehicle without giving the owner prior notice.

13. A violation of this section shall constitute a minor offense. However, a violation of this section may, WITHOUT WARNING, result in immediate ticketing and/or towing of offending vehicles at the owner's risk and expense.

E. RESTRICTIONS ON PROPERTY USE

1. No construction or landscaping, either permanent or temporary, shall be placed and/or maintained in or on the common areas, without the owner first obtaining the written approval of the Board or architectural review committee.
2. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the common areas or homes. The common areas and residences must be kept clear of litter, rubbish, debris and other unsightly materials which must be kept in receptacles provided for such purposes.
3. There shall be no unattended leaving or storage of baby carriages, playpens, bicycles, wagons, toys, patio furniture, benches, chairs, or other items on any part of the common areas at any time except as otherwise allowed by this section E. This rule does not apply to patio furniture, benches, chairs, or other similar items on patios or decks.
4. Owners are prohibited from storing items of personal or other property on or in the common areas. Nothing is to be stored under any Owner's deck except that fireplace wood, and a hose reel with hose may be stored, on patios or under decks and near external sill cocks when substantially shielded from view from the road by vegetation.
5. Owners are permitted to display seasonal decoration so long as they are not affixed to the exterior for more than 30 days before the holiday. All decorations must be removed no later than fourteen (14) days after the scheduled holiday.
6. Owners may plant or maintain flowers on the cluster home lot or common area adjoining each residence provided that no grass or other plants installed by the Association may be removed without the Board's prior written approval. Owners are responsible for any damage caused to the common areas by their landscaping and/or their landscaping contractor. Neither the Association, the Association's landscapers, nor the Board shall be responsible for any damage or destruction to the flowers or plants personally maintained by the homeowner. If an owner fails to keep the bed neat and clean and in a sightly manner, the Board has the right to clean the same, at the owner's expense, after giving the

owner one (1) week written notice.

7. No landscape figure, statue, or similar structure shall be greater than 48 inches in height or 36 inches in diameter. A trellis may not be higher than 72 inches in height. A bench or chair shall not be wider than 40 inches. Birdbaths or other items that may trap standing water are not allowed.
8. No shed or storage container is allowed on the common areas.
9. No basketball hoops and/or backboards are allowed.
10. Window air conditioning units are strictly prohibited.
11. Owners are allowed to fish in the ponds of the common area. Guests may fish only if accompanied by an Owner.
12. No sign shall be posted or installed on the common areas or any residence without the prior written consent of the Board.
13. Nothing shall be attached, including permanent window planter boxes, to the exterior of any residence without the prior written consent of the Association, except for hanging flower baskets affixed to the wooden trim of the porch, patio or deck areas and only between April 2nd and October 31st.
14. No vehicle shall travel within Forest Gate at a speed greater than 16 mph.
15. No destroying, damaging or removing of the plants in any wetland area is allowed.
16. Only the following exterior lights for a residence are allowed:
 - a. Garage: To be replaced by the Association.
 - b. Front Door Bracket: Three 20 watt clear, flame style bulbs.
 - c. Screen Porch/Sun Room Bracket: One 40 watt clear flame style.
 - d. Front Porch Flood Light: 75 watt.
17. *No nuisance, noxious, offensive, or illegal activity shall be carried on in the Residences or within the common areas, nor shall anything be done therein, either willfully or negligently, which may be or become a nuisance to the owners or occupants of the Residences. The discharge of firearms or fireworks any where within the property is strictly prohibited. Firearms includes, but are not limited to, B-B guns, pellet guns, and all other types and sizes of guns.*
18. *Violations of paragraphs 1 through 14 and 16 of this Section shall constitute minor offenses. Violation of paragraphs 15 and 17 of this Section shall constitute a major offense and authorize the Board to immediately initiate an action to evict the resident*

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and/or tenant, without requiring the Board to take any interim steps. Violations of this section, may result in the Board removing the exterior decoration or other attachments and the Board will seek reimbursement from the owner of all costs and expenses incurred in removing the same and restoring the common areas to the original condition.

F. RESIDENCES

1. The number of persons residing in an individual residence must be in compliance with applicable DuPage County housing codes.
2. *A violation of this section shall constitute a major offense.*

G. PETS

1. No animal may be kept on or in any residence for commercial purposes, including breeding.
2. Each owner shall have no more than two (2) domesticated cats or dogs. No wild or aggressive animals are allowed at any time.
3. The following breeds or partial breeds are not allowed: Rottweilers, American Pit Bull Terriers, American Staffordshire Terriers, Staffordshire Bull Terriers, and generic pit bulls and pit bull terriers. The owner shall comply with all applicable Illinois, DuPage County, and/or Village of Oak Brook laws or regulations regarding pets.
4. Pets may not create a nuisance to other owners or tenants. Pets may not be offensive or vicious to other owners or tenants. Pets that are found to be a nuisance, offensive or vicious, as determined by the Board, shall not be tolerated. Owners of these pet(s) shall be required to appear before the Board and may be ordered to remove the pets from the property after notice and a hearing. *A violation of this paragraph shall constitute a major offense.*
5. Pets outdoors must be on a leash at all times and shall not be tied to trees, poles or any other structure. An “invisible fence” system is not allowed to be installed or used to contain any pet.
6. Pet owners shall remove their pets’ waste immediately after deposit by such pets.
7. An owner is responsible for the actions of the pets of anyone residing in or visiting his or her residence, and the costs of repairing any damage caused by a pet shall be assessed to the owner. The pet owner assumes all liability for the pet and holds the Association harmless for damage or liability related to injury or damage caused by the pet.

8. All pets must be accompanied by a person 18 years or older at all times when on the common areas.
9. Bird feeders that can be or are accessed by any other animal or water fowl are prohibited and must be removed.
10. The feeding of any wildlife or water fowl is strictly prohibited.
11. *A violation of paragraph 4 of this section constitute a major offence, and violation of the other paragraphs shall constitute a minor*
12. *offense.*

H. NOISE

1. Owners, occupants, invitees and guests are required to exercise care to avoid loud noise including but not limited to noise form musical instruments, radios, televisions and amplifiers between the hours of 10:00 p.m. and 7:00 a.m.
2. Hours for moving in and out shall be between the hours of 7:00 a.m. and 10:00 p.m.
3. Construction or contractor workers must abide by the Village of Oak Brook's Code and Regulations. Except for the landscaper hired by the Association, no work or maintenance may be done on a Sunday by any construction worker, contractor or other third party.
4. *A violation of this section shall constitute a minor offense.*

I. ASSESSMENTS

1. Annual assessments shall be paid per the terms of the Association's Amended and Restated Declaration as from time to time amended.
2. A late fee in the amount of ~~\$25.00~~ will be assessed if the Owner fails to pay the annual assessment within fifteen (15) days of the respective due dates. Thereafter, a monthly late fee of ~~\$25.00~~ will continue to be assessed on the 15th day of each subsequent month until the account is brought current.
3. Owners who submit checks to the Association, but which are returned by the owner's bank for insufficient funds shall be assessed a \$50.00 charge, and be responsible to reimburse the Association for any and all costs incurred.

J. RENTALS

1. Any Owner who is allowed to lease his Residence must provide the Board or Property Manager with a signed copy of the lease, along with the attached Tenant Information

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form within fourteen (14) days of it being executed.

2. All lease or rental agreements shall clearly state that the lessee is bound by the Declaration, By-Laws and Rules and Regulations of the Association. All lessees shall execute certain Lease Riders prescribed by these Rules and attached hereto.
3. Each owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws and Rules and Regulations.
4. The owner is responsible for paying ALL fines due to the misconduct of his or her tenant. All expenses incurred by the Board of Directors, Property Manager or Attorney in the enforcement of this Section shall be borne by the Owner.
5. *A violation of this section shall constitute a minor offense.*

K. TRANSFER OF OWNERSHIP

When selling his or her Residence, the owner must supply the Property Manager with the name and address of the new owner and a forwarding address for the owner.

1. It is required that when selling his or her Residence, the present owner must supply the new owner with copies of the Declaration, By-Laws and Rules and Regulations of the Association.
 2. No “for sale” or “for rent” signs, advertising or other displays shall be allowed to be displayed on the common areas or any Residence. “Open House” signs may be displayed during the hours of the open house.
 3. Upon ten (10) days written notice to the Board or the Association’s Property Manager, using the attached Request for Closing Letter form, a statement of account and closing letter will be provided to the owner setting forth the amount of any unpaid assessments and other charges due and owing from said owner. A fee of \$35.00 will be assessed to an Owner’s account when requesting such a statement.
- 1 *A violation of this section shall constitute a minor offense.*

L. SATELLITE DISHES AND ANTENNAS

Homeowners may install satellite dishes or antennas. The satellite dishes must be mounted to the house as low as possible while still allowing a quality signal to be obtained. Satellite dishes must be screened from view from other homes and the roadway within the Association to the extent possible.

1. For safety reasons, all satellite dishes and antennas must be installed by a professional,

licensed and bonded contractor. Unless a homeowner is a professional, licensed, and bonded satellite dish installer, or receives written permission from the Board, homeowners are prohibited from installing satellite dishes and/or antennas themselves.

2. If an owner installs a satellite dish or antennae on the common areas, or if the wiring and/or apparatus attached to the satellite dish or antennae encroaches in, on or over the common areas or onto another area that is within the exclusive use of another owner, the Board has the right to demand that the owner immediately remove the satellite dish or antennae at the homeowner's expense. If the homeowner fails to respond to the Board's written demand, the Board has the right to pursue any legal or equitable remedies available to it.
3. The Board has the right to direct an agent, contractor or public official, to remove the satellite dish or antennae in an emergency situation, as determined solely by the Board.
4. Owners are only allowed to install satellite dishes that are 1 meter or less in diameter and are gray. If an owner seeks to install a satellite dish that is larger or of a different color, the owner must submit a written request to the Board. The request must state why the larger dish of a different color is necessary. The Board will have fourteen (14) days to consider such a request.
5. An owner who installs a satellite dish or antennae must have the satellite dish or antennae removed when there is a transfer of ownership, unless the subsequent owner advises the Board in writing that he/she wishes to retain the satellite dish or antennae.

Deleted: and agrees to execute the Hold Harmless Agreement, attached hereto.

A VIOLATION OF ANY OF THE AFOREMENTIONED RULES IS **SUBJECT** TO A FINE AND POSSIBLE LEGAL ACTION. A VIOLATION OF THE PARKING RULES IS SUBJECT TO BOTH A FINE AND TOWING.

The Forest Gate Homeowners Association hereby adopts the foregoing Rules and Regulations this _____ day of _____, _____.

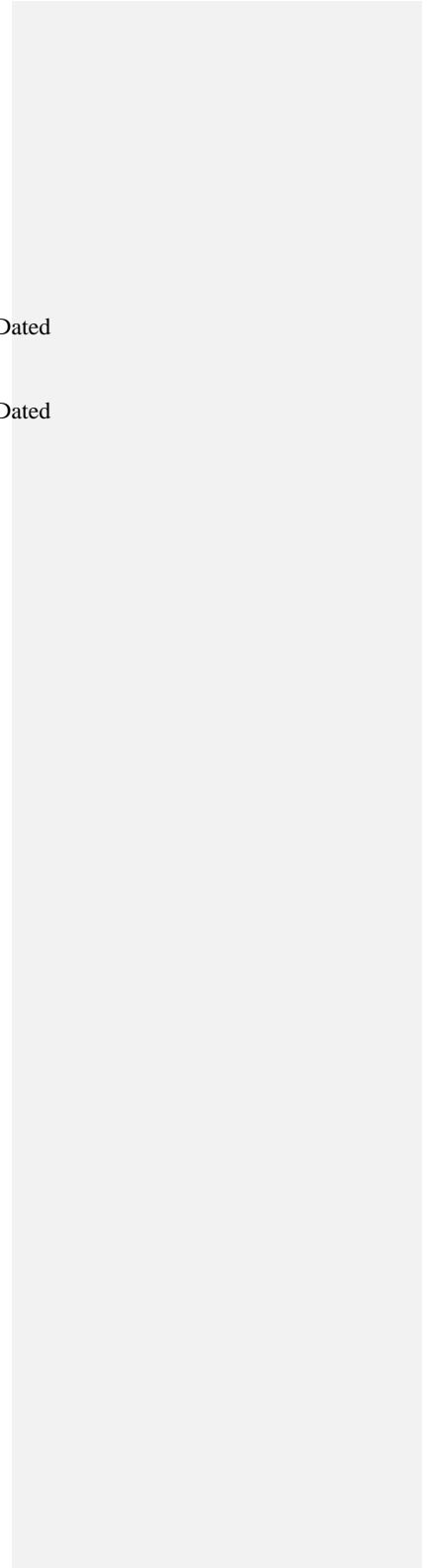
President _____ Dated

Secretary _____ Dated

Board Member _____ Dated

Board Member _____ Dated

Board Member _____ Dated



FOREST GATE HOEMOWERS ASSOCIATION

VIOLATION REPORT

PLEASE NOTE: A Violation Report must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed, it will be necessary for you to answer questions directed to you by the Property Manager or a Board Member. The violator will be asked to attend a regularly scheduled Board Meeting. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's

Name: _____

Address: _____

Violation

Location: _____

Date

of Violation: _____

VIOLATION(S):

Report submitted by: _____ Phone: _____

Address: _____

Signature: _____

FOREST GATE HOMEOWNERS ASSOCIATION

VIOLATION NOTICE

Date: _____

TO: Homeowner _____

A Violation Report form has been filed alleging you have violated the Association's Declaration, By-Laws or Rules and Regulations regarding:

This was violated by:

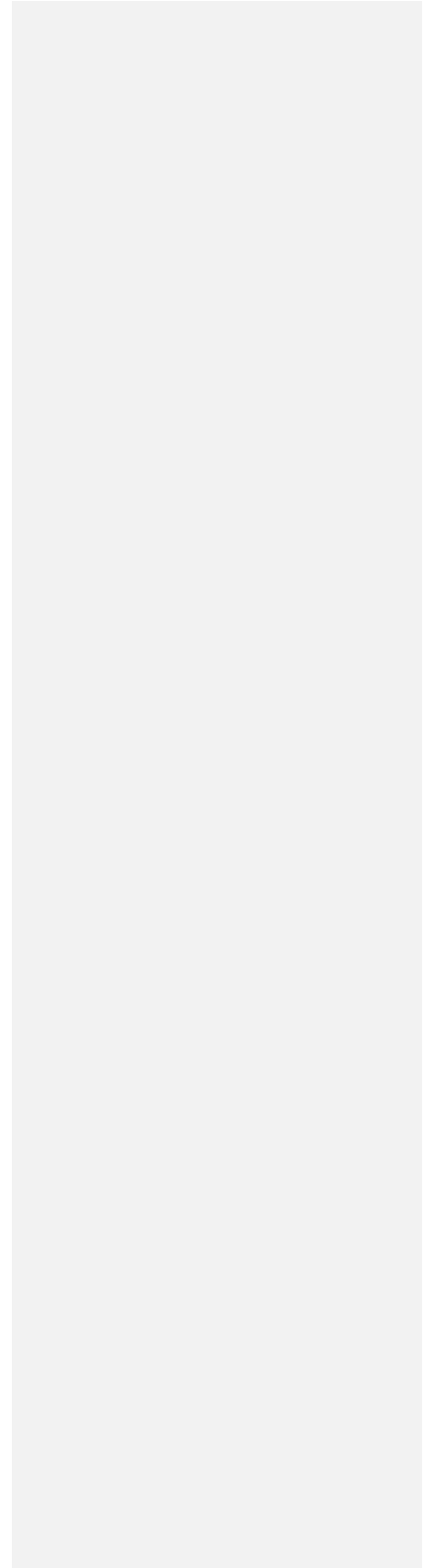
The Board of Directors will review the violation(s) at a Meeting on _____ at approximately _____ A.M./P.M at _____.

You have a right to present a defense and evidence regarding this allegation. After hearing the case, the Board will determine if a violation occurred and if so, whether a fine should be levied or other action taken.

Please be present at this meeting. The Board will proceed on the aforementioned date with or without your presence, unless you request, in writing, that the Board reschedule the same.

Very truly yours,

On behalf of Forest Gate Homeowners Association
Board of Directors



**FOREST GATE HOMEOWNERS ASSOCIATION
HOME LEASE RIDER**

1. LEASE AND RIDER. This Lease Rider is attached to and is a part of a certain lease dated _____, _____ between the undersigned _____ (Lessor) and _____ (Tenant) leasing _____ of Forest Gate Homeowners Association, (the "Association"). In the event of any conflict in the terms of the lease and the terms of this Rider, the terms of this Rider shall prevail. Unless the context clearly indicates otherwise, any reference in the lease or this Rider to the lease shall be deemed to refer to both the lease and this Rider. Defined terms that may be in the lease, such as Lessor, Lessee, apartment and premises, shall be modified to the extent necessary to correspond to defined or capitalized terms as used in the Rider.

2. ASSOCIATION STATUS. Tenant acknowledges that the space being rented is a property which is subject to a certain Declaration which was recorded in the Office of the Recorder of Deeds, DuPage County, Illinois. Leased to Tenant as a part of the home are the right to use restricted common areas appurtenant to the home and the right to use the common areas in common with other Owners and Occupants in the Development, in both cases subject to such restrictions, rules and regulations related thereto now or hereafter contained in the Declaration, the By-Laws or the Association's Rules and Regulations. Lessor shall make available to Tenant a copy of the Declaration, By-Laws and Rules and Regulations, upon signing this lease and Rider. Tenant agrees to abide by all of the covenants and restrictions imposed upon Occupants and Owners by the Association, as may be amended from time to time. The Association's Board of Directors and its agents will proceed directly against Tenant for any breach by Tenant and/or Lessor of any of said covenants, restrictions, rules, regulations and by-laws. The Association is expressly made a third-party beneficiary of this provision.

3. NOTICES. Tenant shall promptly forward to Lessor any notice received by Tenant from the Association or relating to Association meetings or business or complaints about Lessor's or Tenant's actions or omissions.

4. TENANT INFORMATION SHEET. Tenant also agrees to complete a Tenant Information Sheet for the Association which shall contain basic information regarding Tenant's use and occupancy of the Residence. In the event of any change in said information prior to completion of the tenancy, Tenant agrees that he will notify the Association of such changes within ten (10) days.

DATED: _____

TENANT: _____ LESSOR: _____

TENANT: _____ LESSOR: _____

FOREST GATE HOMEOWNERS ASSOCIATION
HOMEOWNER INFORMATION SHEET

NAME: _____

ADDRESS: _____

HOME PHONE: _____ WORK PHONE: _____

LIST ALL RESIDENTS IN HOME (COMPLETE NAMES)

1. _____ AGE _____

2. _____ AGE _____

3. _____ AGE _____

4. _____ AGE _____

PETS: (SPECIFICATION OF BREED, COLOR, SIZE & WEIGHT)

CARS: (DESCRIPTION OF MAKE, MODEL, YEAR & LICENSE PLATE NUMBER)

In the event of an emergency in your absence, whom do we contact so that access to your home may be obtained?

Name: _____

Address: _____

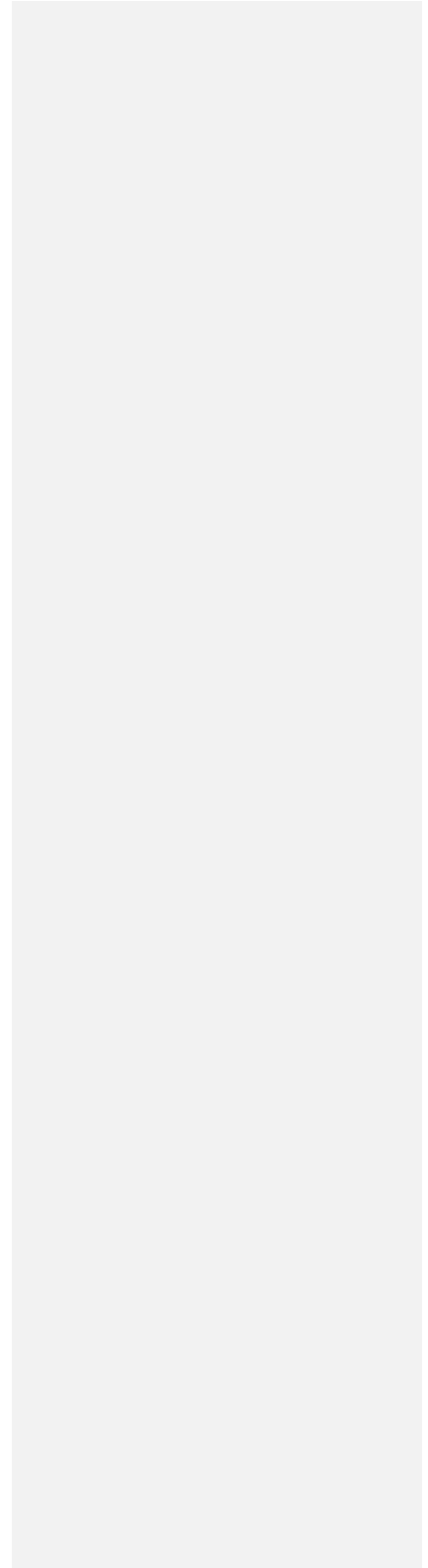
Home Phone: _____ Work Phone: _____

TENANT INFORMATION

Name: _____

Address: _____

Home Phone: _____ Work Phone: _____



Lease Dates: _____ to _____

**FOREST GATE HOMEOWNERS ASSOCIATION
REQUEST FOR CLOSING LETTER**

Date of closing: _____

Address: _____

Seller name: _____

Forwarding address: _____

Seller's new phone: _____

New Owner (buyer): _____

Address: _____

Phone: _____

Documents transferred:

Amended and Restated Declaration	Yes
No	
By-Laws	Yes
No	
Rules and Regulations	Yes
No	

I certify that the above information is correct to the best of my knowledge.

Signature of Seller

Date

For office use only

Date closing letter issued: _____

Date \$35.00 Fee paid: _____ Check # _____ MO _____ Cash _____

Charges for missing documents: _____

Closing letter issued by: _____

