

RESOLUTION TO ADOPT ASSOCIATION RULES

WHEREAS, the Woods of Hobson Greene Property Owners Association (the "Association") is governed by provisions of the Illinois General Not for Profit Corporation Act, the Illinois Condominium Property Act, the Association's Declaration of Covenants and Restrictions for Woods of Hobson Greene (the "Declaration") and its By-Laws; and

WHEREAS, the Declaration provides that the affairs of the Association shall be managed by the Board of Directors ("Board"); and

WHEREAS, the Board, in accordance with Article III, Section 4 of the Declaration and Article II, Section H of the By-Laws has the authority to adopt and amend rules and regulations which the Board may deem advisable covering the details of the operation, use, maintenance, conservation and beautification of the Property subject to the Declaration and for the health, comfort, safety and general welfare of the owners, members and occupants of the Property, and to levy fines for the violation of such rules;

NOW THEREFORE, in furtherance of the foregoing, the Board does hereby adopt the following comprehensive Rules and procedures for the enforcement thereof.

Adopted by the Board of Directors at a meeting held on _____, 2008, at _____, Illinois.

Motion made by _____ and seconded by _____.

Vote Taken:	For	_____
	Against	_____
	Abstain	_____

RULES FOR
WOODS OF HOBSON GREENE

I. DEFINITIONS

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Declaration or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

- A. Act - The Illinois Condominium Property Act, as amended from time to time.
- B. Assessment - Any amount which the Board may assess or levy against an Owner or Lot, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or other assessments which are levied pursuant to the Association Instruments.
- C. Association – Woods of Hobson Greene Property Owners Association, an Illinois Not for Profit Corporation.
- D. Association Instruments - All recorded documents and authorized amendments thereto including, but not limited to, the Declaration and By-Laws.
- E. Board - The Board of Directors of the Association.
- F. By-Laws - The By-Laws of Woods of Hobson Greene Property Owners Association attached to the Declaration and as amended from time to time.
- G. Common Property - The Common Area as described in the Declaration and/or By-Laws.
- H. Declaration - The Declaration of Covenants and Restrictions for Hobson Greene Unit II which was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on October 25, 1988 as Document No. R88-121549, and as amended from time to time thereafter.
- I. Lot - A portion of the Property which is owned exclusively by an Owner.
- J. Member or Member of the Association - An Owner.
- K. Owner – a record owner of a Lot.
- L. Property - All the real property against which the Declaration has been recorded, including any improvements thereon.

M. Resident - Any person who resides on the Property, including but not limited to family members of Owners and tenants of Owners and including an Owner if the context so indicates.

N. Rules - The Rules of the Association, as adopted pursuant to the authority of the Association and the Board.

II. POLICIES AND PROCEDURES REGARDING ENFORCEMENT

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

1. The name, address and phone number of the complaining witness.
2. The Owner's name, Lot number or address of the Lot where the person complained of resides.
3. The specific details or description of the violation, including the date, time and location where the violation occurred.
4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any proceedings, hearings or trial which may be necessary.
5. The signature of the complaining witness and the date on which the complaint is made.

B. When a complaint is made pursuant to the above, the Owner shall be notified of the alleged violation by the Association or its duly authorized agents. If the complaint is based on conduct of the Owner's tenant, the tenant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B (hereafter "Notice of Violation").

C. Any Owner charged with a violation of the Rules is entitled to an opportunity for a hearing. If the Owner desires a hearing, the Owner must proceed as follows:

1. Within [twenty-one (21)] days after the Notice of Violation has been served on the Owner pursuant to the provisions herein, the Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the Request for a Hearing form, which is attached to the Notice of Violation, and by returning it to the Board in care of its Secretary.

2. If a request for a hearing is timely filed, a hearing on the complaint shall be held before a panel (hereafter "Panel of Inquiry") composed of Board members or a committee duly appointed by the Board to hear the complaint. The Panel of Inquiry shall not include any persons presenting evidence in the hearing. The hearing shall be conducted no later than [twenty-one (21)] days after receipt of the request for hearing.
 3. At any such hearing, the Panel of Inquiry shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Panel of Inquiry shall issue its determination regarding the alleged violation. The decision of the Panel of Inquiry shall be final and binding on the Owner and the Association. The Association's and Owner's attorneys may be present and participate in the hearing. A record shall be kept which identifies all persons participating in the hearing. Upon request of the Owner, one continuance will be granted for a period of not longer than twenty-one (21) days for good cause shown. The Panel of Inquiry may also reschedule the hearing to accommodate the scheduling needs of its members.
 4. Payment of any assessments, charges, costs or expenses determined pursuant to the enforcement provisions contained herein shall not become due and owing until the Panel of Inquiry has completed its determination. Notification of the Panel of Inquiry's determination shall be made in a form similar to that which is attached hereto as Exhibit C.
- D. If no request for a hearing is filed within twenty-one (21) days, 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 at a meeting of the Board. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by a Panel of Inquiry.
- E. If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Association Instruments and/or Rules, the following shall occur:
1. If found to be guilty of a first violation of a given provision of the Association Instruments and/or Rules, the 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 such as the length of time the regulation has been in effect, the length of time the violator has owned a Lot or resided on the

Property, whether the violation was committed by the Owner, and if not, the extent of control the Owner had or should have had over the violator's conduct, the severity of the violation and other appropriate factors. In addition, any legal expenses incurred by the Association or any actual damages repaired at Association's expense may be imposed.

2. If found to be guilty of a second or continuing violation of the same provision of the Association Instruments and/or Rules, the Owner shall be notified of the finding by the Association or its duly authorized agents. The Owner shall also be assessed a fine.
 3. Where a fine is imposed, unless expressly provided in another Section of these Rules, it shall be determined by the Board. A fine for a violation of a continuing nature will continue until the violation has been eliminated and the association has received notice of it.
 4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to pay for any damage or any unauthorized condition on the Property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Association, or to pay any legal expenses and costs incurred by the Association as a result of the violation. Any damage to the Common Property which has been repaired by the Owner must be inspected by the Board's representative to verify that the repair has been properly done. The cost of such inspection and any necessary repairs shall be assessed to the Owner.
- F. Any 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 Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Owner's account and shall be collectible in the same manner as any regular or special assessment against the Lot.
- G. Time is of the essence of this policy. Notices are deemed served either:
1. At the time of delivery if by personal delivery; or
 2. On the fifth calendar day after deposit in the United States Mail, provided that the notice has been sent both by regular first class and by certified mail - return receipt requested, postage prepaid, to the Owner at the Lot address (or to such other address as the Owner shall have previously filed with the Board), and to the Resident at the Lot address if applicable, and further provided that either the return receipt has been signed and returned; or the certified mail envelope is returned as unclaimed or refused; or that the notice sent by regular mail has not been returned to the Association undelivered.

For Lots 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.

- H. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Association Instruments to prevent or eliminate violations thereof or of these Rules.

III. RULES REGARDING VIOLATION OF ASSOCIATION INSTRUMENTS

All covenants, restrictions, and rules contained in the Association Instruments are incorporated as part of these Rules and any violation thereof constitutes a violation of these Rules and is subject to the enforcement policies and procedures set forth in these Rules. To the extent that the provisions of applicable law, the Association Instruments and/or the Rules are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Association Instruments and then the Rules.

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

A. Air Conditioning Units

Window air conditioning units are not permitted to be installed on any home, and heating, cooling, plumbing, electrical and mechanical piping shall not be placed on the exterior of any structure unless approved by the Board. Any replacement units must be placed in the same location as the unit it replaces unless approved by the Board.

B. Alterations

No alterations of any kind may be made to the exterior portions of any Lot or building, or to the Common Property, without the prior written consent of the Board.

C. Antennas-Satellite Dishes

1. No satellite dish one meter in diameter or greater may be attached or mounted to any portion of the Property.
2. No antennas and no satellite dish less than one meter in diameter may be attached or mounted to any portion of the Property, except on portions of the Property owned by the Owner or on portions of the Property which such Owner has the exclusive right to use.
3. A permitted installation shall be located in an area least visible to the street and shall be painted or screened to minimize visual impact.

D Architectural Review

No Building, fence, wall or other structure shall be commenced or erected, nor shall any addition to or change or alteration therein be made, except interior alterations, until the construction plans and specifications, showing the nature, kind, shape, height and materials, color scheme, location on Lot of such Building or other structure, and the grading plan and landscape plan of the Lot to be built upon shall have been submitted to and approved in writing by the Architectural Review Committee. The Committee will require a construction bond and execution of a construction agreement before work can commence on the property. The Architectural Review Committee shall have the right to refuse to approve any such construction plan, which is not suitable or desirable, in its opinion, for aesthetic or other reasons; and in so passing upon such construction plans and specifications, grading plan, or landscape plan, the Architectural Review Committee shall have the right to take into consideration the suitability of the proposed Building or other structure on the outlook from adjacent or neighboring properties. In no instance shall a Building of a design substantially similar to any other in Woods of Hobson Greene be permitted except as permitted by the Architectural Review Committee with the consent of the Board of Directors. Within one year of substantial completion of construction, both the landscaping and the driveway construction must be completed. It is understood and agreed that the purpose of architectural controls is to secure an attractive and harmonious residential development having continuing appeal. In consideration of the eventual overall aspect of the community, for the benefit of the Owners, the Architectural Review Committee will be guided by the principle that the exterior surface of the structure will have a substantial area in white material or earth-tone colors. The quality of architectural design will be considered in relation to this principle.

1. Architectural Review Committee. The Board of Directors shall appoint an Architectural Review Committee from among its members or other Lot Owners; provided, however, that such committee shall consist of at least two members of the Board of Directors.

E. Awnings or Sunroofs

No awning, sunroof, canopy or shutter of any type is permitted without prior written consent of the Board.

F. Basketball Hoops and Playground Equipment

Basketball hoops may be portable basketball standards or permanently installed pole standards. Standards must be properly maintained with no visible rust, and no missing or torn nets. Portable standards must be upright at all times. Portable standards must be located on or adjacent to the homeowner's driveway. Portable

standards should be properly weighted according to manufacture's guidelines. The use of sand bags or other materials piled on the base is not permitted.

All playground and recreational equipment shall be located in the rear of the property and reasonable distance from the lot line from neighbors. Swing sets and jungle gyms shall be in wood or other approved materials. Any seasonal recreation equipment must be properly stored during off-season months.

G. Board Meeting

Meetings of the Board shall be open to any Owner, except for the portion of any meeting held (i) to discuss litigation when an action against or on behalf of the Association has been filed and is pending in a court or administrative tribunal, or when the Board finds that such an action is probable or imminent, (ii) to consider information regarding appointment, employment or dismissal of an employee, or (iii) to discuss violations of rules and regulations of the Association or an Owner's unpaid assessments. Any Owner may record the proceedings at meetings or portions thereof required to be open by the Act by tape, film or other means. However, the recording of such meetings shall be performed in a manner that will not disrupt the meeting. Owners shall not utilize any information obtained as a result of the recording of such meetings for any improper purpose or any use unrelated to the Owner's interest in the Association.

H. Clotheslines

Laundry drying equipment including but not limited to clotheslines shall not be erected or used outdoors, whether attached to a building or structure.

I. Contractors Working Hours

Residents who employ contractors to perform services shall not allow the performance of such services on weekdays before 7:00 a.m. and weekends before 9:00 a.m. Contractors shall be allowed to perform services on Saturday and Sunday 9:00 a.m. to 4:00 p.m. only. All other hours must be approved by the Board. All such contract services must terminate each evening no later than dusk.

Contract services include, but are not limited to, general construction activities and lawn maintenance. Services such as snow plowing, snow removal and emergency repairs to your home are excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening. Construction site and adjacent streets must be kept clean at all times. A dumpster or garbage container large enough to hold excess debris must be

placed on the lot. During the construction process a gravel drive or a drive of equivalent material must be installed, for material and construction trucks to drive on to keep site and street clean. All truck tires must be clean before leaving the construction site. A fine of \$200.00 may be levied for each violation as well as the cost of cleanup, which will be deducted from construction bond.

J. Damage to Common Property

Any Common Property which is damaged by the conduct of an Owner or by the Owner's family, tenants, guests or the pet of any of them will be repaired by the Association and charged to the Owner.

K. Decks, Balconies & Patios

1. Owners shall keep decks, balconies and patios clean, orderly and free from clutter.
2. Decks, balconies 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, patios and balconies.
3. Clothing, sheets, blankets, laundry and similar objects shall not be hung out or exposed on decks, balconies or patios.
4. Outdoor cooking shall conform to local ordinances.

L. Examination and Copying of Association

1. To the extent required by the Association Instruments or law, the books and records of the Association are available for examination and copying by Owners, or the duly authorized agent or attorney of the Owner, for any proper purpose on week days during normal business hours. The Board may charge a reasonable fee for the cost of retrieval, supervision or copying, said fee to be established from time to time by the Board.
2. Each request to examine or copy records must be in writing, addressed to the Secretary of the Board, and date stamped upon receipt, in a form similar to that which is attached hereto as Exhibit F. The request must identify the Owner, or duly authorized agent or attorney of the Owner requesting the records. If the request is from an "owner" with whom the Board is not familiar, the person shall provide identification and evidence of ownership (e.g., copy of a deed or a title policy). A duly authorized agent or attorney of an Owner shall provide evidence of the relationship to, or authority from, the Owner.

3. The Board shall determine whether a request describes documents maintained by the Association and subject to examination and copying. Therefore, the request must adequately specify the records to be examined and copied. The Board shall consider whether a proper purpose has been described (if necessary), and whether the request includes records that may be protected from examination by privilege (e.g., attorney-client privilege). If the request is from an Owner with whom the Association is involved in litigation, the Owner must use the "discovery" process.
4. Following review of the request by the Board, the Board shall advise the Owner (or duly authorized agent or attorney of the Owner) whether the request has been approved or denied, in a form similar to that which is attached hereto as Exhibit G. The Owner or agent shall be advised if additional information is necessary to properly evaluate the request.
5. Books, records, and information obtained as a result of the examination and copying of the books and records shall not be used for any improper purpose or any use unrelated to the Owner's interest in the Association, and the person examining or copying the books and records of the Association shall execute a confidentiality agreement, in a form similar to that which is attached hereto as Exhibit H.

M. Fences

No fences are permitted anywhere within the Property, except as necessary to enclose in-ground pools or along the perimeter of the Subdivision along 75th Street. Fences must be approved by the Architectural review committee.

N. Fireworks

Fireworks are illegal in the State of Illinois and their use is prohibited. A fine shall be assessed against the owner for any fireworks use by owner, family member, or guest.

O. Garage Sales

Garage sales are not permitted.

P. Garages

Except when entering and exiting the garages, garage doors must be kept closed to present an attractive appearance to the Property.

Q. Garbage and Trash

1. All garbage must be placed in sealed containers or sealed plastic bags so that it will remain secure and cannot be windblown.

2. Containers or bags shall not be placed outside for collection any earlier than sunset of the night prior to pick up, and containers must be retrieved by the Owner or Resident on the day of the pick up.
3. Any litter remaining on the ground after garbage pick up should be removed by the Owner who placed it for pick-up.
4. Garbage containers must be kept indoors at all times other than for pick up. Sealed garbage bags, covered hard containers, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than 6:00 p.m. the night before collection day. Empty containers are to be removed from the curb on the day of collection. A fine of \$25 maybe levied for each violation.

R. Holiday Decorations

1. Holiday decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.
2. No decorations which create a safety hazard will be permitted.

S. Landscaping

1. Lawns, trees and shrubs must be maintained in a neat and well trimmed manner. Diseased or damaged plant life must be treated if possible or promptly removed and replaced as weather permits. No overgrown lawns or weeds are permitted.
2. Front, back and side yards must all be landscaped.

T. Lot Exteriors

All portions and components of a home's exterior must be properly maintained. Peeling or faded paint and other disrepair or deterioration must be promptly remedied, weather permitting.

U. Mailboxes

All mailboxes must be made of one of the following materials (Masonry, Cedar, and Galvanized). Other materials must be approved by the Architectural Review Committee/ Board of Directors.

V. Noise

It shall be unlawful for any person to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise, which annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others within the Association.

W. Nuisance

No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the residents of the Association. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties.

No materials are to be stored outside of the residence. Ladders, landscaping materials, lawnmowers, tools, and other items must be stored inside the home or garage. Normal patio/deck items such as lawn furniture and barbecue grills are allowed in rear yards only. Firewood must be neatly stacked in the rear of the home.

Compost centers are prohibited.

X. Open Houses

“Public Open Houses” are not permitted. Realtor open houses are permitted but realtors must comply with the security rules stated under Security guidelines (Security Paragraph 1).

Y. Retention Areas, Roadways, Drainage and Irrigation Systems

All common areas within the Association shall be aesthetic amenities only. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of any authorized or unauthorized use. They shall not be contaminated by anything other than water from the storm drains. Items such as garbage, lawn clippings, landscaping refuse, grease, motor oil, etc. are prohibited from being disposed of into the creek or other water elements.

Homeowner installed hot tubs, pools and pool landscaping/screening, ponds or water gardens require approval from the Board and must have circulated water. No standing water on individual properties shall be permitted for health reasons. Anyone contaminating the creek from private property or common areas will be fined \$200.00 after the first warning and \$500.00 per incident thereafter.

Except for the natural flow and drainage of water, neighbors shall not discharge water onto adjacent properties. Owners shall maintain their irrigation systems so as not to cause excessive water to flow onto adjacent properties and shall maintain and repair their irrigation systems as needed.

Z. Signs

No sign of any kind shall be erected on properties without the written approval of the Board.

The following provisions constitute written consent for certain limited applications:

1. Special occasion signs such as birthdays, birth, etc. supplied by a sign rental company may be displayed for no longer than two days and may exceed standard size limitations.
2. Political signs may be displayed on your private property only and are limited to one per issue or candidate and must be removed within twenty-four hours after the election. The must conform to the guidelines set by DuPage County.
3. Signs, flags, banners or similar items advertising merchandise, business and contractor services, or providing directional information to activities/events are expressly prohibited on both private property and common areas.

AA. Speed Limit

The speed limit on streets within the Property must be obeyed as posted.

AB. Unsightly and Unkempt

1. It shall be the responsibility of each owner to prevent any unclean, unhealthy, unsightly, or unkempt condition of his/her property in the Association.
2. Lawns must be regularly maintained and must be reasonably free of weeds. Trees and bushes must be trimmed of dead branches. Property must be regularly cleared of trash and debris.

3. The exterior of the dwelling must be kept in good repair. Hanging or damaged screens, shutters, roofs, gutters, light fixtures etc. must be repaired immediately, and all exterior painted surfaces shall be maintained to Woods of Hobson Greene standards. No peeling, faded or discolored painted surfaces are permitted. All exterior color or material changes must be approved by the Board thirty days prior to the exterior color or material change modifications or alterations.

V. RULES REGARDING PETS

- A. All dogs must be leashed, and other pets must be under the Resident's physical control, while on any Common Property.
- B. No pet may be left unattended on the Common Property at any time.
- C. Pets shall not be permitted to urinate or defecate on any Residential/Common Property. Pet owners must clean up after their pets immediately.
- D. Pets shall be controlled so as not to create a nuisance anywhere on the Property.
- E. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Property or the property of any other Resident.
- F. An Owner is responsible for the actions of pets of anyone residing in or visiting his Unit, and the costs of repairing any damage caused by a pet shall be charged to the Owner responsible.

VI. RULES REGARDING VEHICLES

- A. Security
 1. All non-residents must check in the visitors section of the security gate. Residents can enter through the resident gate using the automated gate with their tag system. If a resident needs to use the guest entrance, they must show a valid id or can be admitted using the non-resident procedures by calling the residents home for authorization.
 2. All construction and service vendors must be treated as non-residents and all the procedures as listed in 1. must be followed.
 3. Large construction vehicles (Trucks, Vans, Buses etc.) should be admitted through the resident gate where there is better clearance.

B. General Rules Regarding Vehicles

1. Vehicles shall be parked only in garages or on the driveways serving the homes. Vehicles displaying advertising placards or signage, commercial vehicles, tractors, trucks, vehicles higher than Class B, trailers, campers, camper trailers, boats and other watercraft and boat trailers may only be parked in garages with the exception that recreational vehicles may be parked in your driveway for no more than two days in preparation for use or for routine maintenance, with the restriction that the recreation vehicles may not be parked outside for more than five days per year. In no case may recreational vehicles be used as living quarters within the Association. No inoperable vehicles shall be stored on the exterior of a property.

All vehicles parked in driveways must have current registration.

No parking is permitted on Association streets between the hours of 2:00 a.m. and 6:00 a.m.

2. Vehicles may not be parked so as to overhang or otherwise obstruct passage of other vehicles on the streets of the Property. A vehicle must be parked within the Lot lines.
3. All vehicles are restricted to paved surfaces, including the streets, courts, driveways and parking areas on the Property. There shall be no parking on routes of passage across any other portion of the Property, including all lawn areas, sidewalks and fire lanes. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to or egress from a driveway or other portion of the Property.
4. Transponders are used for easy access for residents through the north "Resident Gate". The transponder is placed in the visible place for the system to read the device and allow access. Each owner must purchase transponders for each registered vehicle from the association. Transponders can be returned for a refund during the first year for the full amount paid; thereafter they are not refundable. When a property is sold the transponders should be turned over to the new home owners..
5. Parking, maintenance or storage of non-permitted vehicles 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 a Resident or the Association.
6. During or after any snow fall where there is an accumulation of two (2) inches or more, no vehicle shall be parked, maintained or stored on any street

normally used for parking until such time as the Property has been plowed.

C. Enforcement of Vehicle Rules

1. The provisions set forth herein are intended to supplement, but not replace the Policies and Procedures Regarding Enforcement, which are fully applicable to all violations under these Vehicle Rules.
2. In the event of a violation of these Vehicle Rules, the Board or its duly authorized agents shall send a Notice of Violation to the Owner if known, or shall affix a Parking Violation Notice to the vehicle, preferably on the front window, or both. Any Parking Violation Notice which is affixed to the vehicle shall contain such information as the Board deems appropriate and shall be in a form similar to that which is attached hereto as Exhibit D. Any Parking Violation Notice under these Vehicle Rules shall also be deemed a Notice of Violation under the Policies and Procedures Regarding Enforcement, and vice-versa, regardless of which type of notice is sent to the Owner.

Any failure to protest a Parking Violation Notice under these rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being charged to the Owner as set forth in the Policies and Procedures Regarding Enforcement.

3. In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions:
 - a. Record, to the extent feasible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations, in a form similar to that which is attached hereto as Exhibit E. All such records of violations shall be kept by the Association in the manner designated by the Board.
 - b. Identify or attempt to identify the Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
 - c. Identify or attempt to identify the vehicle owner, if not an Owner, and notify that owner of the violation.
 - d. Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.
4. The Board shall have authority to tow vehicles which are parked in violation of these rules under the following circumstances:

- a. When a vehicle has been stickered with a notice of violation, which was affixed to the vehicle 5 times earlier, the vehicle maybe fined or be towed without further notice to the vehicle owner.
 - b. When a vehicle is parked in a fire lane, is parked in such a manner as to interfere with ingress and egress of other vehicles or is parked in a manner which presents an immediate danger to the Property or to the health, safety and welfare of any person thereon, the vehicle may be towed immediately without prior notice to the vehicle owner.
 - c. During or after any snow fall where there is an accumulation of inches (2 in.) or more and where a vehicle is parked on the Property in such a manner as to interfere with the plowing or removal of snow, the vehicle shall be deemed to be interfering with ingress and egress of vehicles for emergency purposes and may be towed immediately without notice to the vehicle owner.
 - d. Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred shall be the responsibility of the vehicle owner. In the event the vehicle owner is an Owner, his or her Tenant or the guest of either Owner or Tenant, the costs and expenses may be charged to the Owner.
5. After receiving Notice of a Violation or when a Parking Violation Notice has been affixed to an owner's vehicle, the Owner must follow the procedures set forth in the Policies and Procedures Regarding Enforcement, or the violation will be deemed admitted.
 6. The Board may designate one or more persons or a committee to send Notices of Violations and to affix Parking Violation Notices on vehicles.

D. Signage Regarding Authorization To Tow Vehicles

1. The Board or its duly authorized agents shall notify the appropriate companies or individuals to remove vehicles. In addition, when any tow is authorized under these Rules, the duly authorized agents for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to ensure that no breach of the peace will occur.
2. All towing shall be authorized on an individual basis only; there shall be no general authorization given to a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these Rules.
3. The Board may enter an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these

Vehicle Rules.

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

- A. An Owner who does not reside on the Lot owned by him/her shall provide the Board with his/her permanent residence address and phone numbers. Along with the name and phone number of anyone living in the house.
- B. Each Unit Owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws and Rules and Regulations.
- C. If a tenant violates any provision of the Association Instruments and/or the Rules, the Board, in its discretion, shall determine what action or actions should be taken against the Owner or tenant, as the case may be.
- D. All expenses of the Board, in connection with any violations by an Owner or any person for whom the Owner is responsible under these Rules, shall be charged to the account of such Owner.
- E. The provisions of the Act, the Declaration, By-Laws, other Association Instruments, and rules and regulations that relate to the use of the individual Lot or the Common Property shall be applicable to any person leasing a Lot and shall be deemed to be incorporated in any lease.

VIII. SEVERABILITY

If any clause, phrase, provisions or portion of these Rules or the application thereof to any person or circumstances shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of these Rules nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other permitted persons or circumstances.

EXHIBIT A
VIOLATION COMPLAINT - WITNESS STATEMENT

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

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

Reporting Witness' Name Address/Lot No. Phone No.

Name, Addresses, Lot #'s & Phone #'s of any other Witnesses

INFORMATION CONCERNING VIOLATOR

Violator's Name Address/Lot No. Phone No.

Name, Address, Lot # & Phone # of Owner, if different from Violator

INFORMATION CONCERNING VIOLATION

Violation Date Time Location

Section(s) of Declaration, By-Laws or Rules which was violated.

Reporting Witness' Observations: _____

Were any photographs or sound recordings made? Yes__ No__ By Whom?

Include all audio or video tapes or photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made, the location it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE

EXHIBIT A

AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL FULLY CO-OPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

_____, 20____
Signature Date Signed

EXHIBIT B

TO: (Owner/Tenant) DATE: _____

NOTICE OF VIOLATION

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

You are hereby notified, as the owner/tenant of the Lot at (Address, City) _____, Illinois that you are charged with the following violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions complained of occurred on or about _____, 20__ and are described as follows: _____

The Association is governed by its Declaration, By-Laws, and various Rules and Regulations which you are charged with violating. Please note that you must take the actions outlined in the Association's Policies and Procedures Regarding Enforcement, if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN 21 DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, AND ARE FOUND GUILTY OF THE VIOLATION, THE ASSOCIATION MAY CORRECT THE VIOLATION AT YOUR EXPENSE. Please consult the Association's Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form within [21] days to the Association at the address below.

Very truly yours,

WOODS of HOBSON GREENE
PROPERTY OWNERS ASSOCIATION
c/o Agent, if any _____

_____, Illinois 60_____
(630)/_____

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

BY: _____

TITLE: _____
Enclosure-Policies and Procedures Regarding Enforcement
cc: Regular Mail
Owner/Resident (whichever applicable)

EXHIBIT B

REQUEST FOR A HEARING

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____, 20__ alleging a violation of the Declaration, By-Laws or Rules of Woods of Hobson Greene Property Owners Association.

Signature

Owner/Resident's Name - Printed

Address

City State Zip Code

Phone

_____, 20____
Date

EXHIBIT C

TO: _____ DATE: _____

NOTICE OF DETERMINATION REGARDING VIOLATION

On _____, 20__, you were notified of a violation of the Declaration, By-Laws, or Rules of the Association. Pursuant to the Association rules:

- () A hearing was held at your request regarding the alleged violation.
- () You have admitted to the violation by default and waived your right to request a hearing.

After considering the complaint and evidence, 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 1st, 2nd, etc. violation of the Association's Declaration, By-Laws or Rules has occurred and a fine in the amount of \$____ is now due.
- () A violation of the Association's Declaration, By-Laws or Rules of a continuing nature has occurred and a fine in the amount of \$__ per day from __, 20is now due. A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.
- () Damages, expenses and administrative charges in the total amount of \$____ have accrued 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. The Association will proceed 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 fees and expenses incurred will be assessed to you.

WOODS of HOBSON GREENE PROPERTY OWNERS ASSOCIATION

BY: _____

TITLE: _____

EXHIBIT D

PARKING VIOLATION NOTICE

DATE: _____ TIME: _____

This vehicle is parked in violation of the Rules and Regulations of Woods of Hobson Greene Property Owners Association for the following reason(s):

This is your (Circle One): First Second _____ violation of the Association 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 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 CHARGED FINES AND EXPENSES OF AT LEAST [\$ ____.]

Please contact the Association immediately at _____ if you have any questions or to obtain a copy of the Association's Rules.

Signature of Authorized Agent

EXHIBIT E

RECORD OF VEHICLE VIOLATION

Date: _____

Time: _____

Vehicle Information:

Vehicle Identification Number: _____

License Plate: _____

Municipality & Sticker No. _____

Make of Car: _____

Model: _____

Color: _____

Where Parked: _____

Owner's Name, Address, or Lot No., if known: _____

Were any photographs taken? Yes__ No___

If yes, please attach to this form or forward as soon as possible. Include name, address and phone number of photographer and date taken.

Type of Violation: _____

Completed by:

Signature: _____

Name (Printed): _____

EXHIBIT F

REQUEST TO EXAMINE AND COPY BOOKS AND RECORDS

TO: Secretary of the Board of Directors of
Woods of Hobson Greene Property Owners Association

DATE: _____, 20____

I, _____, am the owner (or authorized agent or attorney for
_____, the owner) of Lot ____ having the address of _____ and
hereby requests to examine the following records of the Association (attach additional
sheet if necessary):

I would like to examine said records for the following purpose(s) based on the
following facts (attach additional sheet if necessary):

If this request is made by a duly authorized agent or attorney for an owner, evidence
of such relationship and authority must be attached to this request.

Print Name

Signature

FOR ASSOCIATION USE ONLY

DATE REQUEST RECEIVED: _____

REQUEST RECEIVED BY: _____

ACTION TAKEN: _____

EXHIBIT G

NOTICE OF DETERMINATION REGARDING REQUEST TO
EXAMINE AND COPY RECORDS

TO: _____

FROM: BOARD OF DIRECTORS OF WOODS of HOBSON GREENE PROPERTY
OWNERS ASSOCIATION

DATE: _____, 20____

On _____, 20____ the Association received your Request To Examine Records of the Association. Pursuant to the Board's review of the request:

_____ The requested records will be made available to you for examination and copying at _____ (insert where documents may be inspected) any weekday between the hours of _____ and _____. Please contact _____ to arrange for such examination.

_____ The requested records will not be made available for examination or copying for the following reason(s):

_____ The request has been forwarded to the Association's attorney for review and comment. The Board will contact you shortly in connection with your request.

_____ In order for the Board to properly consider your request, the following additional information must be provided to the Board:

EXHIBIT H

CONFIDENTIALITY AGREEMENT

The Board of Directors of the Woods of Hobson Greene Property Owners Association has approved a request to examine and copy certain records of the Association. The undersigned understands that the records of the Association are non-public in nature and contain confidential and/or private information and therefore agrees that he/she will not disclose the contents of any records examined or copied to (or permit examination or copying of such records or copies thereof by) third parties, without in each case the prior written consent of the Board of Directors of the Association.

Print Name

Signature