

TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM ASSOCIATION

P.O. BOX 278

PALATINE, ILLINOIS 60078-0278

RULES AND REGULATIONS

TABLE OF CONTENTS		PAGE
I.	RULES AND REGULATION PURPOSE	2
II.	GENERAL INFORMATION - MAINTENANCE RESPONSIBLE AND RESTRICTION ON USE:	3
A.	AIR CONDITIONERS	3
B.	ANTENNAS	3
C.	AWNINGS	3
D.	BUILDING ATTACHMENTS	3-4
E.	DECK / PATIOS	4
F.	DAMAGE TO PROPERTY	4
G.	DECORATIONS	4
H.	FIREWOOD STORAGE	5
I.	GARAGES	5
J.	GARAGE SALES	5
K.	GARAGE COACH LIGHTS	5
L.	GRILLS: OUTDOOR BARBECUE / GAS GRILLS	5
M.	GUTTER HEATERS	5
N.	MULCH / STONES / ROCKS / BOULDERS	5-6
O.	NOISE	6
P.	PARKING RESTRICTIONS	6-7
Q.	PETS	7
R.	POWER ATTIC VENTILATORS	7
S.	RECREATIONAL ACTIVITIES	7
T.	SCRUBS / TREES	7-8
U.	SIGNS	8
V.	SKY LIGHTS	8
W.	STORM DOORS	8
X.	TRASH	9
Y.	WINDOW TREATMENTS	9
Z.	WALLS	9
AA.	WINDOW WELLS	9
III.	LEASES, TENANTS, & NON RESIDENTS	10-11
IV.	RIDER TO LEASE	12
V.	NOTICE OF VIOLATION	13
VI.	VIOLATION ENFORCEMENT PROCEDURES	14-15-16
VII.	MONTHLY ASSESSMENTS	17
VIII.	AMENDMENTS	18

I.

RULES AND REGULATIONS

THE PURPOSE OF THE RULES AND REGULATIONS IS TO ENSURE THE PRESERVATION, CARE, AND MAINTENANCE OF OUR COMMUNITY'S COMMON AND LIMITED COMMON ELEMENTS. THEY INCORPORATE REASONABLE GOOD NEIGHBOR EXPECTATIONS AND CONDUCT FROM EACH MEMBER OF OUR ASSOCIATION THAT WILL CONTINUE TO MAKE THE TOWNHOMES OF CREEKSIDE VILLAS A FRIENDLY, COMFORTABLE, AND ATTRACTIVE PLACE IN WHICH TO LIVE.

THE PROCESS AND AUTHORITY BY WHICH THESE RULES AND REGULATIONS ARE DEVELOPED IS AS FOLLOWS:

- A. ILLINOIS CONDOMINIUM PROPERTY ACT.
- B. 3.13, RULES AND REGULATIONS, AND THE BY LAWS OF THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM ASSOCIATION.

II. GENERAL INFORMATION - MAINTENANCE RESPONSIBILITIES AND RESTRICTIONS ON USE.

A. AIR CONDITIONERS

1. NO UNIT OWNER/ RESIDENT MAY INSTALL AIR CONDITIONING UNITS ON AN EXTERIOR WALL OR IN WINDOWS.

B. ANTENNAS

1. NO ANTENNA OR WIRES (INCLUDING T.V., RADIO, CB, OR HAM RADIO OPERATOR) ARE ALLOWED ON/OR PROTRUDING FROM ANY UNIT, PATIO, BALCONY, ROOF, OR COMMON GROUND.

C. AWNINGS

1. NO AWNING, SUNROOF, CANOPY, OR EXTERIOR SHADE OF ANY TYPE IS PERMITTED.

D. BUILDING ATTACHMENTS

1. NO ITEM SHALL BE ATTACHED TO OR REMOVED FROM ANY BUILDING WITHOUT PRIOR WRITTEN APPROVAL OF BOARD OF DIRECTORS. HOUSE NUMBERS ARE NOT TO BE CHANGED, FAMILY NAMES, EMBLEMS, ACCESSORIES OR OTHER DECORATIONS ARE PROHIBITED WITH THE EXCEPTION OF SEASONAL DECORATIONS AS PERMITTED BY RULES AND REGULATIONS.
(SEE SECTION-DECORATIONS)
2. NO WIND CHIMES MAY BE INSTALLED.
3. ELECTRIC DEVICES TO KILL BUGS ARE NOT PERMITTED.

E. DECK / PATIOS

1. A WOODEN DECK MAY BE INSTALLED TO THE EXTERIOR OF A UNIT PROVIDED THAT AN ARCHITECTURAL BUILDING IMPROVEMENT APPLICATION IS SUBMITTED AND THE DECK MEETS APPROVED GUIDELINES AS ESTABLISHED BY THE BOARD OF DIRECTORS AND THE CITY OF ROLLING MEADOWS; ACCORDING TO THE BUILDING SPECIFICATIONS OF "EXHIBIT B."
2. MAINTENANCE OF DECK WILL BE THE RESPONSIBILITY OF THE UNIT OWNER . FAILURE TO MAINTAIN THE DECK IN A SUITABLE CONDITION WILL RESULT IN THE ASSOCIATION PERFORMING THE DESIRED MAINTENANCE, AND THE COST FOR SAID MAINTENANCE WILL BE CONVEYED TO THE UNIT OWNER.
3. DECK GUIDELINES AND SPECIFICATIONS AS APPROVED BY THE BOARD OF DIRECTORS MAY BE OBTAINED UPON REQUEST.
4. A PATIO OR DECK MAY BE ALTERED, WITH WRITTEN PERMISSION OF THE BOARD OF DIRECTORS PRIOR TO ANY ALTERATIONS.

5. DECK/PATIOS SHALL NOT BE USED FOR THE STORAGE OF GARDEN TOOLS, HANGING WASH (CLOTHING, CLOTHES LINES, BLANKETS, SWIM SUITS, TOWELS, ETC.), BICYCLES, OR OTHER ITEMS WHICH MAY DETRACT FROM GENERAL APPEARANCE. FIREWOOD MAY BE STORED ON DECK/PATIO FROM OCTOBER 1 TO APRIL 1.

F. DAMAGE TO PROPERTY

1. PARENTS, GUARDIANS, ETC., WILL BE HELD LIABLE FOR THE DAMAGE THAT MAY BE CAUSED BY CHILDREN UNDER THEIR SUPERVISION, AND WILL BE HELD RESPONSIBLE FOR THE ACTIONS OF THEIR CHILDREN.

G. DECORATIONS

1. OUTDOOR HOLIDAY DECORATIONS SHALL NOT BE INSTALLED OR USED EARLIER THAN ONE MONTH PRIOR TO THE HOLIDAY AND MUST BE REMOVED NO LATER THAN ONE MONTH AFTER THE PARTICULAR HOLIDAY.
2. OUTDOOR LIGHTS, SUCH AS CHRISTMAS TREE LIGHTS, LANTERNS, AND FLOOD LIGHTS MAY NOT BE ATTACHED TO OR SUPPORTED FROM ANY EXTERIOR SURFACE OF THE BUILDING EXCEPT BY APPROVED CLIP TYPE FASTENERS THAT DO NOT DEFACE THE BUILDING.
3. OUTDOOR TREE LIGHTS MAY BE DRAPED UPON THE BRANCHES OF TREES AND SHRUBS, PROVIDED THAT THE MATERIAL AND METHOD ARE IN ACCORDANCE WITH GENERALLY ACCEPTED SAFETY STANDARDS.
4. ALL DAMAGE TO PROPERTY CAUSED BY THE INSTALLATION AND OR USE OF OUTDOOR DECORATION SHALL BE REPAIRED BY THE ASSOCIATION AND THE COST ASSESSED TO THE RESPONSIBLE UNIT OWNER.
5. THERE SHALL BE NO NAMES, ADDRESSES, EMBLEMS, ETC. ATTACHED TO THE EXTERIOR OR BUILDINGS UNLESS APPROVED BY THE BOARD OF DIRECTORS.
6. SEASONAL DECORATIONS ARE ALLOWED ON ALL INDIVIDUAL ENTRY DOORS AT THE DISCRETION OF THE UNIT OWNER.

H. FIREWOOD STORAGE

1. FIREWOOD STORED OUTSIDE MUST BE ON THE PATIO OR BY OUTSIDE CHIMNEY STACK.
2. FIREWOOD STACKS SHOULD NOT BE:
 - a. CLOSER THAN 6 INCHES TO THE UNIT.
 - b. HIGHER THAN SIX FEET.
 - c. DEEPER THAN TWO ROWS.
3. COVERS (IF USED) MUST BE OF CLEAR PLASTIC AND MUST BE FASTENED SECURELY.

I. GARAGES

1. GARAGES, ACCORDING TO GARAGE SIZE FOR ONE(1) OR TWO (2) CARS, MUST BE USED FOR CAR STORAGE AND MAY NOT BE USED PRIMARILY AS A STORAGE FACILITY.
2. NO MAJOR CAR REPAIRS WHICH CAUSE ANY TYPE OF NUISANCE, FIRE HAZARD TO LIMITED OR COMMON ELEMENTS, OR ANNOYANCE TO NEIGHBORS ARE PERMITTED.

J. GARAGE SALES

1. NO GARAGE SALES ARE PERMITTED, EXCEPT THE BOARD OF DIRECTORS, AT ITS DISCRETION, MAY APPROVE A COMMUNITY GARAGE SALE ONCE A YEAR.

K. GARAGE COACH LIGHTS

1. ALL EXTERIOR LIGHTS ARE TO HAVE WHITE OR CLEAR BULBS IN THEM. BULBS FOR ALL COACH LIGHTS SHOULD BE OF THE 40 WATT INTENSITY.

L. GRILLS: OUTDOOR BARBECUE/ GAS GRILLS

1. BARBECUE GRILLS ARE PERMITTED. GRILL SHALL NOT BE USED ON FRONT STOOPS, OR IN GARAGES.
2. COOKING EQUIPMENT, IF LEFT OUTSIDE, MUST BE STORED ON DECK OR PATIO. GAS GRILLS SHALL NOT BE STORED IN GARAGE UNLESS THE TANK HAS BEEN REMOVED AND STORED SEPARATELY ON DECK, PATIO, OR NEXT TO REAR STOOP.

M. GUTTER HEATERS

1. NO GUTTER HEATERS OF ANY TYPE ARE TO BE ATTACHED TO THE BUILDING UNIT.

N. MULCH / STONES / ROCKS / BOULDERS

1. ARE NOT PERMITTED IN LAWNS OR CUT-OUT AREAS UNLESS A PLAN IS SUBMITTED TO THE BOARD OF DIRECTORS FOR APPROVAL.

O. NOISE

1. NOISE WITHIN YOUR UNIT MUST BE KEEP AT A LEVEL SO AS NOT TO DISTURB YOUR NEIGHBORS AT ANY TIME.
2. COMMON COURTESY MUST BE EXERCISED BY EACH RESIDENT. HOME IMPROVEMENTS AND THE AUDIO (ESPECIALLY THE BASS) ON TELEVISION SETS, RADIOS, AND STEREO EQUIPMENT MUST BE KEPT AT A LEVEL SO AS NOT TO CAUSE A DISTURBANCE TO OTHER RESIDENTS.
3. UNIT OWNERS ARE RESPONSIBLE FOR THE ACTIONS OF THEIR GUESTS.

4. RENOVATIONS (HAMMERING, DRILLING, ETC.) ARE PERMITTED ONLY BETWEEN 7:00 A.M. TO 9:00 P.M. MONDAY THRU FRIDAY, AND BETWEEN 9:00 A.M. TO 5:00 P.M. ON SATURDAY AND SUNDAY.

P. PARKING RESTRICTIONS

1. THE FIVE(5) CAR PARKING BAYS BY BUILDINGS TWO(2) & THREE(3) AND BUILDINGS FOUR(4) & FIVE(5) ARE DESIGNATED FOR EXCLUSIVE USE OF RESIDENT GUEST(S) AT ALL TIMES. THE GUEST(S) MAY ALSO UTILIZE ALL OTHER PARKING BAYS AVAILABLE.
2. NO BOATS, TRAILERS, TRUCKS, RECREATIONAL VEHICLES OR SIMILAR VEHICLES SHALL BE STORED OR PARKED OVERNIGHT ON ANY PORTION OF THE COMMON ELEMENTS EXCEPT AS PERMITTED UNDER SPECIAL PERMISSION GRANTED BY THE BOARD AND THE APPLICABLE ORDINANCES AND REGULATIONS OF THE CITY OF ROLLING MEADOWS.
 - a. FOR PURPOSES OF THIS RULE TRUCKS ARE DEFINED AS ANY TRUCK WHICH WILL NOT FIT IN THE HOME OWNERS GARAGE WITH THE DOOR CLOSED.
 - b. THE COMMON ELEMENTS INCLUDE YOUR DRIVEWAYS.
3. ENFORCEMENT PROCEDURES ARE AS FOLLOWS: (1) FIRST TIME VIOLATORS WILL RECEIVE NOTICE BY MAIL THAT THEY ARE IN VIOLATION. (2) 2ND TIME VIOLATORS WILL RECEIVE NOTICE THAT THEY ARE IN VIOLATION AND THAT THEIR VEHICLE WILL BE TOWED UPON THE NEXT OCCURRENCE. (3) 3RD TIME VIOLATORS WILL BE TOWED. VIOLATING VEHICLES WILL BE TOWED AT OWNERS EXPENSE. (4) FINES OR OTHER LEGAL RELIEF MAY ALSO BE IMPOSED AT THE DISCRETION OF THE BOARD.

Q. PETS

1. NO ANIMALS OF ANY KIND INCLUDING DOMESTIC OR HOUSEHOLD PETS, SHALL BE RAISED, BRED, OR KEPT IN ANY DWELLING UNIT, OR ON THE CONDOMINIUM PROPERTY, EXCEPT THAT DOGS, CATS, OR OTHER HOUSEHOLD PETS MAY BE KEPT IN DWELLING UNITS SUBJECT TO RULES AND REGULATIONS AND THE DECLARATION. ANY PET CAUSING OR CREATING A NUISANCE OR UNREASONABLE DISTURBANCE SHALL BE PERMANENTLY REMOVED FROM THE PROPERTY UPON THREE (3) DAYS WRITTEN NOTICE FROM THE BOARD OF DIRECTORS TO THE OWNER OF THE DWELLING UNIT CONTAINING THE PET, AND THE DECISION OF THE BOARD OF DIRECTORS SHALL BE FINAL.
2. ALL ANIMALS MUST BE UNDER THE OWNERS CONTROL AT ALL TIMES. NO PET SHALL BE ALLOWED TO RUN LOOSE, BE UNSUPERVISED, OR UNATTENDED AT ANY TIME.

3. NO OWNER OR PERSON HAVING CONTROL OF OWNERS'S PET SHALL BE ALLOWED TO WALK UPON COMMON ELEMENTS OR LIMITED COMMON ELEMENTS WITH A PET UNLESS SUCH PET IS SECURELY ON A LEASH OF NO MORE THAN 10 FEET IN LENGTH.
4. OWNERS OR PERSONS HAVING CONTROL OF OWNER'S PET ARE RESPONSIBLE FOR THE IMMEDIATE REMOVAL OF WASTES OF THE ANIMAL(S) FROM THE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.
5. NO MORE THAN TWO(2) PETS TOTAL ARE ALLOWED PER UNIT WITHOUT THE WRITTEN CONSENT OF THE BOARD OF DIRECTORS.
6. PET OWNERS ARE RESPONSIBLE FOR ANY PROPERTY DAMAGE, INJURY, AND DISTURBANCES THEIR PET MAY CAUSE OR INFLICT.

R. POWER ATTIC VENTILATORS

1. MUST BE APPROVED BY THE BOARD OF DIRECTORS.

S. RECREATIONAL ACTIVITIES

1. WADING POOLS, WATER SLIDES, PLAYGROUND EQUIPMENT, SPORTS APPARATUS WHICH COULD CAUSE DAMAGE AND WHICH ARE THREATS TO SAFETY ARE NOT ALLOWED ON THE COMMON ELEMENTS.
2. GROUP SPORTS SUCH AS BASKETBALL, BASEBALL, SOCCER, FOOTBALL, AND VOLLEYBALL ARE PROHIBITED IN THE LIMITED AND COMMON AREAS EXCEPT FOR THE RETENTION AREA OR UPON PRIOR WRITTEN APPROVAL FROM THE BOARD.

T. SHRUBS / TREES

1. THE ADDITION, REMOVAL, OR MOVING OF ANY SHRUBS OR TREES MUST FIRST BE APPROVED BY THE BOARD OF DIRECTORS FOR APPROVAL.
2. BOARD APPROVAL MUST BE GIVEN FOR ANY TYPE OF ATTACHMENT TO EXISTING TREES AND SHRUBS; SUCH AS BIRD HOUSES AND BIRD FEEDERS.

U. SIGNS

1. NO FOR RENT SIGN, SHALL BE DISPLAYED ON THE PREMISES OF ANY UNIT AT ANY TIME.
2. ONLY ONE FOR SALE SIGN IS PERMITTED TO BE DISPLAYED. IT IS ONLY ALLOWED TO BE DISPLAYED IN A FRONT UPSTAIRS WINDOW.

3. DURING "OPEN HOUSE" TIMES ONLY, A REALTY SIGN MAY BE DISPLAYED AT THE FRONT ENTRANCE AND IN FRONT OF THE UNIT. SIGNS MAY BE PLACED WITHIN ONE HOUR OF OPEN HOUSE AND MUST BE REMOVED AT THE CONCLUSION OF THE OPEN HOUSE.

4. NO HOME MADE SIGNS ARE PERMITTED INDICATING THE SALE OF ANY UNIT AT THE ENTRANCE OF THE UNIT AND DEVELOPMENT. IF POSTED, THE SIGN WILL BE REMOVED BY ANY MEMBER OF THE BOARD OF DIRECTORS AND RETURNED TO THE HOME OWNER.

V. SKY LIGHTS

1. SKY LIGHTS OTHER THAN THE ORIGINAL ARCHITECTURAL DESIGN AT THE TIME OF CONSTRUCTION ARE NOT PERMITTED AS ADDITIONS TO ANY UNIT.

W. STORM DOORS

1. THE DOOR MUST BE WHITE FOR BUILDINGS 2 & 4 AND BROWN FOR BUILDINGS 1, 3, 6, & 7.
2. THE DOOR MUST BE HINGED ON THE SAME SIDE AS THE EXISTING FRONT DOOR.
3. THE DOOR MUST BE EITHER FULL LENGTH OR TRADITIONAL (HALF-VIEW) SUBJECT TO #4 BELOW.
4. HOMES WITH ADJOINING ENTRANCES MUST AGREE TO USE THE SAME TYPE OF DOOR; IF NO ACCORD CAN BE REACHED, FULL-VIEW ONLY IS ACCEPTABLE.
5. NON-COMPLIANCE WITH THIS DIRECTIVE WILL RESULT IN REMOVAL AT OWNERS EXPENSE OF FINES.
6. NO OTHER STYLE OF DOORS ARE PERMISSIBLE.
7. ANY EXTERIOR ADDITION OR MODIFICATION (STORM DOORS INCLUDED) MUST HAVE THE WRITTEN PERMISSION OF THE BOARD.

X. TRASH

1. TRASH IN ANY TYPE CONTAINER MAY NOT BE STORED OUTSIDE THE UNIT.
2. TRASH SHALL NOT BE PUT OUTSIDE FOR COLLECTION PRIOR TO 6:00 P.M. THE NIGHT BEFORE TRASH COLLECTION.
3. ALL TRASH SHALL BE IN CITY OF ROLLING MEADOWS APPROVED CONTAINERS. KITCHEN GARBAGE AND GROCERY BAGS ARE PROHIBITED FOR CURB SIDE USE.
4. TRASH RULES MUST BE IN COMPLIANCE WITH THE CITY OF ROLLING MEADOWS GUIDELINES.

Y. WINDOW TREATMENTS

1. NO UNIT OWNER SHALL DISPLAY, HANG, STORE, OR USE ANY CLOTHING, SHEETS, BLANKETS, LAUNDRY, OR OTHER ARTICLES INSIDE OR OUTSIDE THEIR UNIT WHICH MAY BE VISIBLE FROM THE OUTSIDE OF THE UNIT THAT WOULD DETRACT FROM THE ASSOCIATION AESTHETIC VALUES.
2. DRAPERIES, CURTAINS, SHADES, OR BLINDS OF A CUSTOMARY NATURE AND APPEARANCE MUST BE HUNG AT EACH WINDOW WITHIN A THREE MONTH PERIOD FROM MOVING INTO THE UNIT.
3. NO GLASS MAY BE SUBSTITUTED WITHIN THE UNIT EXCEPT FOR THE FRONT DOOR SIDE GLASS.

Z. WALLS

1. NO MODIFICATION LIKELY TO PUNCTURE THE STRUCTURAL COMMON WALLS (WHICH IS THE WALL BETWEEN TWO UNITS) IS PERMITTED. SPECIFICALLY, NO TELEPHONE OR OTHER WIRES MAY BE RUN IN, OR THROUGH, THE STRUCTURAL WALLS. NO UNIT OWNER/RESIDENT SHALL ALLOW THE SURFACE OF ANY STRUCTURAL WALL TO BE DAMAGED.

AA. WINDOW WELLS

1. WINDOW WELLS SHOULD BE COVERED WITH THE ORIGINAL IRON GRATE, NO SUBSTITUTIONS ARE PERMITTED DUE TO COMMON AREA DRAINAGE PROBLEMS AND SAFETY REGULATIONS.

III. RULES RELATED TO LEASES, TENANTS, AND NONRESIDENT UNIT OWNERS.

- A. ALL UNIT OWNERS WHO DO NOT RESIDE IN A UNIT OWNED BY THEM SHALL PROVIDE THE ASSOCIATION WITH THEIR PERMANENT RESIDENCE ADDRESS AND HOME AND WORK TELEPHONE NUMBERS WHERE THEY MAY BE REACHED IN AN EMERGENCY.
ANY EXPENSES OF THE ASSOCIATION INCURRED IN LOCATING A UNIT OWNER WHO FAILS TO PROVIDE 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 RIGHTS OF SAID UNIT OWNER CAUSED BY ANY DELAYS IN RECEIVING NOTICE RESULTING THEREFOR.
- B. NO UNIT OWNER MAY LEASE LESS THAN THE ENTIRE UNIT, NOR MAY THE UNIT BE LEASED FOR TRANSIENT OR HOTEL PURPOSES. EVERY LEASE MUST BE FOR A PERIOD OF AT LEAST TWELVE(12) MONTHS, UNLESS THE BOARD OF DIRECTORS CONSENTS IN WRITING TO THE CONTRARY.
- C. EVERY LEASE SHALL BE IN WRITING AND SHALL BE SUBJECT IN ALL RESPECTS TO THE PROVISION OF THE DECLARATION, BY-LAWS, AND RULES AND REGULATIONS OF THE ASSOCIATION.
- D. EVERY UNIT OWNER INTENDING TO LEASE A UNIT SHALL GIVE PRIOR NOTICE TO THE BOARD OF DIRECTORS. THE BOARD THEN WILL PROVIDE THE UNIT OWNER WITH A RIDER, WHICH SHALL BE ADDED TO THE LEASE AND SHALL BE SIGNED BY ALL PARTIES EXECUTING THE LEASE. THE RIDER SHALL BE SUBSTANTIALLY IN THE FORM ATTACHED HERETO AS EXHIBIT "A."
- E. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR PROVIDING HIS OR HER LESSEE(S) WITH COPIES OF THE DECLARATION, BY-LAWS, AND RULES AND REGULATIONS OF THE ASSOCIATION. IN ADDITION, THE ASSOCIATION SHALL BE GIVEN BOTH A COPY OF THE ORIGINAL LEASE AND THE ORIGINAL RIDER TO EVERY LEASE OF ANY UNIT ON THE PROPERTY PRIOR TO THE EFFECTIVE DATE OF THE LEASE. ANY EXPENSE INCURRED BY THE ASSOCIATION IN OBTAINING THESE DOCUMENTS OR THE INFORMATION CONTAINED THEREIN SHALL BE CHARGED TO THE UNIT OWNER RESPONSIBLE AS PART OF HIS/HER COMMON EXPENSE.

- F. IN THE EVENT OF ANY VIOLATION OF THE DECLARATION, BY-LAWS, OR RULES AND REGULATIONS OF THE ASSOCIATION BY THE LESSEE, THE BOARD, AT ITS 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 DISCRETION, DETERMINES THAT A VIOLATION OR SERIES OF VIOLATIONS WARRANT TERMINATION OF THE LEASE, THE BOARD MAY TAKE WHATEVER ACTION OR ACTIONS NECESSARY TO TERMINATE THE LEASE, INCLUDING FORCIBLE ENTRY AND DETAINER AGAINST THE UNIT OWNER AND/OR THE TENNANT.
- G. ALL FINES AND EXPENSE OF THE ASSOCIATION IN CONNECTION WITH ANY VIOLATIONS UNDER THESE RULES SHALL BE ASSESSED TO THE ACCOUNT OF THE UNIT OWNER RESPONSIBLE.
- H. PROVISIONS HEREIN RELATED 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 5 ABOVE ARE EFFECTIVE IMMEDIATELY. UNIT OWNERS SHALL SUPPLY THE ASSOCIATION WITH A PHOTOCOPY OF ANY EXISTING LEASE WITHIN THIRTY(30) DAYS OF NOTIFICATION OF THESE RULES.

IV.

RIDER TO LEASE

"EXHIBIT A"

THIS RIDER IS ADDED TO THE ATTACHED LEASE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM ASSOCIATION. BY THIS RIDER THE UNDERSIGNED PARTIES ACKNOWLEDGE EXPRESSLY THAT EVERY LEASE AND THE PARTIES SO NOTED SHALL BE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE DECLARATION, BY-LAWS AND RULES AND REGULATIONS OF THE ASSOCIATION AND FAILURE BY THE LESSEE TO COMPLY WITH THE TERMS THEREOF SHALL BE A DEFAULT UNDER THIS LEASE.

THE BOARD OF DIRECTORS OF THE TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM ASSOCIATION SHALL BE A THIRD PARTY BENEFICIARY OF SAID LEASE AND SHALL BE ENTITLED TO PURSUE ALL AVAILABLE LEGAL AND EQUITABLE REMEDIES IN THE EVENT OF ANY SUCH DEFAULT. NO RIGHTS OF THE BOARD OF DIRECTORS SHALL BE DEEMED TO HAVE BEEN WAIVED OR ABROGATED BY REASON OF ANY PREVIOUS FAILURE TO ENFORCE THE SAME.

LESSOR (SEAL)

LESSEE (SEAL)

LESSOR (SEAL)

LESSEE (SEAL)

LESSOR (SEAL)

LESSEE (SEAL)

NOTE: A SIGNED ORIGINAL OF SAID LEASE AND THIS RIDER MUST BE GIVEN TO THE BOARD OF DIRECTORS FOR THE ASSOCIATION FILES WITH THE RULES AND REGULATIONS OF THE ASSOCIATION.

V.

NOTICE OF VIOLATION

TO: _____

DATE: _____

RE: TOWNHOMES OF CREEKSIDE VILLAS CONDOMINIUM ASSOCIATION

YOU ARE HEREBY NOTIFIED, AS THE OWNER OF _____

_____, THAT YOU ARE CHARGED WITH THE FOLLOWING VIOLATION OF THE ASSOCIATION'S RULES AND REGULATIONS.:

NATURE OF VIOLATION: _____

DATE OF VIOLATION: _____

VEHICLE VIOLATION: _____

DAMAGE, IF ANY, CAUSED: _____

THE ASSOCIATION HAS ADOPTED AND PUBLISHED RULES AND REGULATIONS REGARDING THIS. PLEASE NOTE THAT YOU MUST TAKE ACTIONS OUTLINED IN THE RULES, IF YOU DEEM THE CHARGE IS UNJUSTIFIED.

SHOULD YOU FAIL TO MAKE AN APPEAL, AN ASSESSMENT CHARGE FOR THE ASSOCIATIONS COSTS AND EXPENSES REGARDING THE VIOLATION, INCLUDING PRESCRIBED DAILY FINES, WILL BE LEVIED AUTOMATICALLY. FINES ARE PAYABLE WITH YOUR NEXT MONTHLY ASSESSMENT.

TOWNHOMES OF CREEKSIDE VILLAS

BOARD OF DIRECTORS

VI.

VIOLATION ENFORCEMENT PROCEDURES

WHEN A COMPLAINT IS MADE, THE UNIT OWNER SHALL BE NOTIFIED IN WRITING OF THE ALLEGED VIOLATION BY THE ASSOCIATION OR ITS AUTHORIZED AGENTS. THE NOTIFICATION SHALL BE IN A MANNER PRESCRIBED BY THE BOARD OF DIRECTORS. THE COMPLAINANT'S LETTER WILL BE ACKNOWLEDGED BY THE BOARD.

IF ANY UNIT OWNER CHARGED WITH A VIOLATION EITHER BELIEVES THAT NO VIOLATION HAS OCCURRED OR THAT HE HAS BEEN WRONGFULLY OR UNJUSTLY CHARGED, THE UNIT OWNER MUST PROCEED AS FOLLOWS:

WITHIN THIRTY(30) CALENDAR DAYS AFTER THE NOTICE OF VIOLATION HAS BEEN SERVED ON THE UNIT OWNER PURSUANT TO THE PROVISIONS HEREIN, THE UNIT OWNER MUST SUBMIT, IN WRITING, A REQUEST FOR A HEARING CONCERNING THE VIOLATION TO THE ASSOCIATION.

IF A REQUEST FOR A HEARING IS FILED, A HEARING ON THE COMPLAINT SHALL BE HELD BEFORE THE BOARD MEMBERS OR A COMMITTEE APPOINTED BY THE BOARD TO HEAR THE COMPLAINT. THE COMMITTEE SHALL NOT INCLUDE ANY PERSONS PRESENTING EVIDENCE IN THE HEARING. THE COMPLAINANT SHALL BE NOTIFIED OF THE HEARING AND MAY ATTEND THE HEARING. THE HEARING SHALL BE CONDUCTED NO LATER THAN SIX(6) WEEKS AFTER DELIVERY OF THE WRITTEN REQUEST.

PAYMENT OF ANY ASSESSMENTS, CHARGES, COSTS, OR EXPENSES MADE PURSUANT TO THE PROVISIONS CONTAINED HEREIN SHALL NOT BECOME DUE AND OWING UNTIL THE BOARD HAS COMPLETED ITS DETERMINATION. NOTIFICATION OF THE BOARD'S DETERMINATION SHALL BE MADE TO THE OWNER IN WRITING.

IF NO REQUEST FOR A HEARING IS FILED WITHIN THIRTY(30) CALENDAR DAYS AFTER THE FIRST NOTICE OF VIOLATION IS SERVED, 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 ASSOCIATION OF ANY SUCH DETERMINATION USING THE SAME FORM AND IN THE SAME MANNER AS IF A HEARING HAD BEEN CONDUCTED.

IN THE EVENT THE ALLEGED VIOLATION IS SUCH THAT SERIOUS, IMMEDIATE OR IRREPARABLE CONSEQUENCES MAY OCCUR, THE BOARD MAY ELECT TO TAKE IMMEDIATE LEGAL ACTION PRIOR TO A REVIEW. ANY LEGAL EXPENSES AND COSTS INCURRED WILL BE ASSESSED TO THE UNIT OWNER'S ACCOUNT.

NOTICE SHALL BE DEEMED SERVED IF DELIVERED BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED TO THE ADDRESS OF UNIT OWNER LISTED ON THE ASSOCIATION RECORDS.

VIOLATIONS ENFORCEMENT PROCEDURES (CONTINUED)

AFTER THE NECESSARY CORRECTION OR COMPLIANCE IS IMPLEMENTED,
THE VIOLATION WILL EXPIRE PER THE STATED SCHEDULE ON THE
ANNIVERSARY DATE OF THE "NOTICE OF VIOLATION."

VIOLATIONS ARE TO BE CONSIDERED TO BE CUMMULATIVE FROM THE
DAY YOU MOVE IN.

VIOLATIONS ENFORCEMENT PROCEDURES (CONTINUED)

A. STATEMENT OF POLICY

1. A BRIEF STATEMENT OF THE POLICY VIOLATED, INDICATING SECTION AND PARAGRAPH.

B. STATEMENT OF VIOLATION

1. NONCOMPLIANCE WITH THE APPROVED POLICY.

C. METHOD OF DETECTION

1. OBSERVATION BY A BOARD MEMBER.
2. WRITTEN COMPLAINT BY ANY HOME OWNER OR RESIDENT.

D. RESPONSIBILITY

1. THE OBSERVER IS TO REPORT THE CIRCUMSTANCES OF THE VIOLATION TO THE BOARD IN WRITING.
2. THE BOARD WILL NOTIFY THE VIOLATOR WITH A "VIOLATION NOTICE" AND A COPY WILL BE PUT IN THEIR PERMANENT FILE.

E. TABLE OF PENALTIES

1. FIRST NOTICE - COMPLIANCE WITH THE POLICY AND CORRECTED, NO PENALTY.
2. SECOND OFFENSE - FAILURE TO COMPLY, \$ 25.00 CHARGE.
3. THIRD OFFENSE - FAILURE TO COMPLY, \$ 50.00 CHARGE.
4. ADDITIONAL VIOLATIONS - FAILURE TO COMPLY, \$ 100.00 CHARGE EACH AND THE BOARD WILL TAKE THE NECESSARY STEPS TO RESTORE THE COMMON OR LIMITED ELEMENTS TO THEIR ORIGINAL CONDITION AND THE HOME OWNER WILL BEAR THE EXPENSE AS PROVIDED FOR IN THE DECLARATIONS AND BY-LAWS.

VIII. AMENDMENTS

A. AIR CONDITIONING COVERS

1. ALL COVERS MUST BE GREY IN COLOR. ANY EXCEPTIONS MUST BE APPROVED BY THE BOARD BEFORE INSTALLATION.

B. BUG ZAPPERS

1. ARE PERMITTED BETWEEN THE HOURS OF 5 P.M. TO 11 P.M. ONLY. THEY MUST BE REMOVED FROM THE OUTSIDE WHEN NOT IN USE. REFERENCE D.3

C. CHIMES

1. ARE PERMITTED AS LONG AS THEY DO NOT PROVIDE A NUISANCE TO YOUR NEIGHBORS. REFERENCE PAGE 44 - ARTICLE 16 - SECTION I OF ORIGINAL DOCUMENTS.

D. WINDOW WELL COVERS

1. MUST BE A CITY OF ROLLING MEADOWS APPROVED TYPE COVER AND MUST BE APPROVED BY THE BOARD BEFORE INSTALLATION. REFERENCE AA.1

VII.

MONTHLY ASSESSMENTS

- A. MONTHLY ASSESSMENTS ARE DUE ON OR BEFORE THE FIRST DAY OF THE MONTH. A FIFTEEN(15) DAY GRACE PERIOD WILL BE GRANTED BEFORE A LATE FEE IS ASSESSED. A LATE FEE OF TEN DOLLARS(\$10.00) WILL BE CHARGED ON ALL ASSESSMENTS RECEIVED AFTER THE FIFTEENTH DAY OF THE MONTH. BALANCES PAST DUE MORE THAN THIRTY(30) DAYS WILL BE CHARGED INTEREST AT A RATE OF 1.5% PER MONTH (18.0% A.P.R.) AND WILL BE SUBJECT TO COLLECTION PROCEEDINGS AS SET FORTH IN THE FOLLOWING PARAGRAPH.

- B. ON THE FIRST BUSINESS DAY AFTER THE FIFTEENTH OF THE MONTH A LETTER WILL BE SENT TO THE DELINQUENT HOME OWNER NOTIFYING THEM THAT A LATE FEE OF \$10.00 HAS BEEN CHARGED TO THEIR ACCOUNT. THE HOME OWNER THEN HAS FIFTEEN(15) DAYS FROM THE ASSESSMENT OF THE LATE CHARGE TO PAY THEIR ACCOUNT IN FULL. THIRTY(30) DAYS THE ACCOUNT IS STILL PAST DUE, IT WILL BE TURNED OVER TO THE ASSOCIATION'S ATTORNEY FOR COLLECTION. THE ATTORNEY WILL SEND A NOTICE OF DEMAND FOR THE PAST DUE BALANCE, ATTORNEYS' FEES, AND ANY OTHER FEES INCURRED BY THE ASSOCIATION IN COLLECTION THE PAST DUE AMOUNT. IF AFTER THIRTY(30) DAYS FROM THE DATE OF THE DEMAND NOTICE, THE ACCOUNT IS STILL PAST DUE THE HOME OWNERS RIGHT TO POSSESSION OF THE PREMISES WILL BE TERMINATED.

- C. BELOW IS THE SCHEDULE OF EVENTS REGARDING PAYMENT AND COLLECTION OF MONTHLY ASSESSMENTS.
 1. 1ST OF THE MONTH - ASSESSMENTS ARE DUE
 2. 15TH OF THE MONTH - GRACE PERIOD
 3. 16TH OF THE MONTH - LATE FEES ARE ASSESSED
 4. 1ST BUSINESS DAY FOLLOWING THE 15TH - NOTICE OF LATE FEES IS SENT.
 5. ON THE 31ST DAY - INTEREST IS CHARGED AND COLLECTION PROCEEDINGS BEGIN.
 6. ON OR ABOUT THE 35TH DAY - NOTICE OF DEMAND WILL BE SENT BY THE ASSOCIATION ATTORNEY THIRTY(30) DAYS FROM THE DATE OF DEMAND NOTICE.
 7. IF NON COMPLIANCE PERSISTS BEYOND STEP SIX(6) A LIEN WILL BE PLACED ON THE UNIT AND POSSIBLE FORECLOSURE PROCEEDINGS COULD RESULT, ACCORDING TO THE EXTENT OF THE LAW.

TOWNHOMES OF CREEKSIDE VILLAS
Palatine, IL 60067

Landscape and Tree Planting Process

Date: _____

Unit Owner: _____

Address: _____

I request approval to plant and/or make the following changes to the landscaping.

Attached is a description of the location and type of plants.

Any tree planted or landscaping change by unit owner must first be approved by the Landscape Committee who will then make their recommendation to the Board of Directors for final approval.

Trees must be kept at least 20 feet from all buildings to provide plenty of room for future decks.

Unit owner is responsible to contact JULIE for location of any utility lines that may be buried in the area.

Unit owner is responsible to either replace dead trees planted by owner or remove and re-sod area.

All trees planted can and will be moved if deemed necessary by the Association.

Trees not acceptable for planting are as follows: Willow, Silver Maple, Cottonwood, Sycamore, White Birch, Catalpa, Mulberry, and Boxelder.

The owner hereby releases the Association's from any and all claims or liability arising out of the planting of any shrub or trees and agrees to indemnify the Association for any costs, expenses, and Attorney fees incurred in defending any claim or suit arising out of the use and/or damage caused by said plantings.

Please contact me if you should have any questions or need additional information. My work # is _____ and my home # is _____.

Sincerely,

Signature