

Rules and Regulations
Deerpath Lake of Palatine

**DEERPATH LAKE OF
PALATINE
CONDOMINIUM
ASSOCIATION**

Rules and Regulations

July 25, 2003

RULES AND REGULATIONS

Use of the common and limited common elements

1. Patios and balconies must not be used for storage except as stated herein.
2. A reasonable quantity of wood logs may be stored on the patio or balcony of those units equipped with a wood-burning fireplace.
3. Furniture designed for outdoor use must not be left unattended on the common property; furniture, if left outdoors, must be stored on the patio, deck, or balcony when not in use. **ONLY** furniture designed for use outdoors can be placed on patios and balconies. No furniture that is intended for indoor use is allowed on balconies or patios.
4. Seasonal decorations must not be installed any earlier than one month prior to the holiday and must be removed no later than one month after the date of the holiday.
5. Decorations, which create a fire hazard or a nuisance, are prohibited.
6. Plants or vines that cling, crawl, or affix to any trellis or to any part of any building, including the garage, are prohibited.
7. Vegetable and fruit-bearing plants must not be planted in the ground on common property. These kinds of plants may be kept in pots on patios.
8. Flower beds are acceptable in the non-sodded areas. All flower beds must be maintained and when no longer in use, the affected area must be returned to original condition.
9. Potted plants and window boxes must not be placed on common property; they must be limited to a reasonable number on patio, balcony floors, decks, front entrances, and in front of garages.
10. In order to keep the aesthetic appearance of Deerpath Lake Condominium Association in a good and orderly manner, the following applies to the installation of satellite dishes:
 - a. Any owner interested in installing a satellite dish one meter or less in diameter must notify the Board and obtain instructions for installation seven (7) days prior to the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.

- b. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control, i.e., only on the limited common elements.
- c. No more than one (1) antenna of each provider may be installed.
- d. To protect the health, safety and welfare of all residents, all satellite dishes must be professionally installed. The unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matched the color of the building. If at all possible, please attempt to use existing wires.
- e. In order to protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the satellite dish. The cost of this inspection may be assessed back to the owner installing the dish.
- f. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
- g. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.
- h. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from the installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
- i. The Owner hereby indemnifies and hold harmless the Board of Directors, the Association, its agents and members from any all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish, the owner must execute a Hold Harmless Agreement (available from the management company).

- j. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for the Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new Hold Harmless Agreement, the dish must be removed prior to conveyance.
 - k. All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by the Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish remains on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.
- 11. The installation of gates for first floor patios is allowed, permitted the unit owner seeks approval of the Board of Directors, and they adhere to specific guidelines set up by the Board.
 - 12. The installation of any awning, sunroof, canopy, or shutter of any type on the exterior is prohibited.
 - a. NO covering of any type may be used on the underside of a balcony. Wood decking is designed to allow rain water/snow to fall through so the wood decking does not deteriorate.
 - 13. Toys, wading pools, recreational equipment, bicycles and the like must not be left unattended on the common property. These items must be stored overnight within the unit owner's garage.
 - 14. Any game or other activity that creates a nuisance, damages any common property, or disrupts neighborhood peace is prohibited on the common property.
 - 15. Playground equipment and sandboxes are prohibited.
 - 16. No portion of the limited common property or common property may be enclosed in any way.

17. No alteration or addition to the common property or to the limited common elements may be made without first making a request to the Association's Board of Directors, using the appropriate request procedure; no work on such alteration or addition may be started without receiving the prior written permission of the Board.
 - a. Storm doors (townhomes) are optional, but if installed, must be **WHITE, CREAM OR ALMOND** in color with full glass, void of embellishments or ornamentation.
 - b. Exterior doors are only to be **WHITE, CREAM OR ALMOND** in color.
18. Garage doors must not be left open when the garage is unattended for an unreasonable period of time.
19. Car repair and maintenance, including oil changes, or other activity which may cause any type of nuisance, unreasonable annoyance to neighbors, damage to driveways, sidewalks, or fire hazards are prohibited on driveways, street or guest parking areas.
20. No sign, handbill, or advertisement which is visible from the common property may be hung, displayed, stored or used either inside or outside any unit, except for those street and traffic signs and notices authorized by the Association. A "For Sale" sign may be placed in the unit owner's window. Open House signs may be displayed on Saturday and Sunday between 10:00 a.m. and 4:00 p.m.
21. Blank.
22. No unreasonable activity or noise may be carried on in any unit, garage, or the common property, nor may anything be done therein, which causes annoyance to other residents.
23. Storage, of any kind, is not permitted in the common entrance of the manor homes or within the common garage hallway. This includes garbage, bicycles, shoes, chairs, etc.
24. Garage sales are permitted only with prior Board approval.
25. No unit owner may permit anything to be done or kept in their unit or on the common property which will result in the cancellation of the Association's insurance on any building which would be in violation of any Federal, State, or local law.
26. Only authorized personnel are allowed access to the roofs of any building.

27. Each unit owner will complete the Management Company's census, providing the following information: names of all persons residing in the unit, home telephone number, work telephone number and fax number, emergency contact, vehicle descriptions and plate numbers, homeowner's insurance company and policy numbers. Noncompliance of this rule, will be a violation of the Rules and Regulations and the Illinois Condominium Act.

Garbage and Trash

28. All garbage and trash must be placed in durable plastic bags that are sealed and/or tied closed. Any recycled items should be placed in the bins. All bins or garbage that are not picked up should be removed promptly.
29. Garbage, trash, cartons and boxes must not be placed outside before sunset the night before collection. Do not place these items on the grass, in front of, or behind the mailboxes.
30. All Christmas trees must be placed at the curb for pick up pursuant to the Village of Palatine pick-up dates and as noted in the Palatine newsletter. In the event the Village of Palatine pick-up dates are missed, follow the waste hauler's instructions regarding disposal.

Balconies Patios and Decks

31. Balconies and patios may not be carpeted. See Rules number 12 A.
32. Drying or airing of clothing, carpeting, or laundry from windows or on balconies or patios is prohibited; hanging of clotheslines anywhere on the exterior is prohibited.
33. The dumping of liquids from the balconies or decks is prohibited; the throwing of any item from a balcony or deck is prohibited.
34. Barbecues must be operated in a safe manner. Residents using charcoal grills are encouraged to use self-starting charcoal that does not require a lighter fluid. All charcoal barbecue grills must be equipped with ash catching receptacles to be disposed of by the resident when cool. Dumping ashes is prohibited on common grounds.

Parking

35. All vehicles parked on the common property or in driveways must have and display a valid license and registration and be in operable condition. Parking is limited to vehicles owned by a resident and the bona fide guests of residents. Abandoned vehicles should be reported to the Management Company.
36. Boats, trailers, RVs, trailer homes, campers, motorcycles, trucks for commercial use and non-passenger vehicles or recreational vehicles owned by a resident or guest must not be parked on the common property areas or on driveways. Such vehicles must be parked inside a garage with the garage door closed. Only vans and cars not in commercial use may be parked in driveways or common areas. Non-resident owned commercial vehicles may park only for the period of time needed to provide such commercial service to a resident or the Association.
37. Unit owners are encouraged to park inside their garage and in their driveway. Guest parking should be limited to guests only.
38. Vehicles must not be parked so as to obstruct sidewalks, mailboxes, passage of other vehicles or fire hydrants; parking spaces designated for the handicapped must not be violated.
39. All vehicles are restricted to the paved surfaces of the common property, which includes the streets, driveways and common area parking spaces.
40. After a snowfall of 2" or more, vehicles on driveways and streets must be moved within a reasonable period of time to allow snow removal to be properly completed.

Wetland Area

41. The Army Corp of Engineers federally protects the wetland. Violations of any type automatically incur a fine from the Association. The Army Corp will also fine for the violation, which in turn will be passed on to the person(s) committing the said violation. ***NO WARNING IS GIVEN FOR WETLAND VIOLATIONS.***
42. Absolutely no swimming, boating, skating or wading is allowed on the wetland. Fishing is permitted from shore only.
43. Feeding wildlife and migratory birds is forbidden.

Swimming Pool

44. Signs placed in the pool area are for safety and health reasons. Follow all instructions listed on the signs.
45. Two keys per unit will be issued by the Management Company and must be utilized by the residents. No key is to be duplicated by resident or guest. A \$30.00 charge per key will be assessed for replacement of lost keys.
46. A resident must accompany all guests. If the resident leaves, the guest must also leave.
47. Children under twelve years of age must be accompanied by an adult for admission to the pool and must remain with the same party during the entire time they are in the pool.
48. Proper swim attire must be worn at all times; no cut-offs are permitted. Babies of diaper age must wear rubber pants over their diapers.
49. Wheeled vehicles are prohibited in the pool area, with the exception of wheelchairs and strollers with brakes. However, if the pool is crowded, residents are directed to leave strollers at the gate.
50. Alcoholic beverages are prohibited in the pool area. If a person appears intoxicated that person will be directed to leave the pool area.
51. Non-alcoholic beverages are permitted in the pool area provided they are not spilled or left on deck; beverages must be kept in plastic or unbreakable containers. Glass containers of any kind, including lotion containers, are prohibited in the pool area.
52. Barbecue grills are prohibited in the pool area.
53. All trash, cigarette butts, matches, etc. must be disposed of properly.
54. Playing of radios, at appropriate volume is permitted.
55. Activity causing a disturbance is prohibited in the pool and pool area.
56. Any and all injuries in the pool or pool area, including pool house must be reported to the Management Company.
57. In addition to any other enforcement procedures stated within the Rules and Regulations, the Association reserves the right to deny pool privileges

to any person who violates the rules governing pool use or is not a member in good standing of the Association, which includes failure to pay any assessments, common expenses or other costs and charges. Any person who repeatedly or flagrantly violates pool rules is subject to automatic suspension of pool privileges pending a hearing on the violation(s).

- a. **NO DOGS OR PETS OF ANY KIND ARE ALLOWED IN THE POOL AREA.** Violators will be automatically fined without warning plus the cost of any clean up. (Draining of pool water will be necessary if dog/cat are found in pool water, all costs will be passed on to the unit owner responsible.)

Sale of Unit

58. No items shall be moved in or out over the balconies without the prior written permission of the Board.
59. Parking or driving on lawn is strictly prohibited for move-in, move-outs or deliveries.

Lease of Unit

60. Provisions of this section are subject to the requirements of Article XIX of the Declaration.
 - a. **MOVE IN/OUT REQUIREMENTS:** All unit owners must contact the Management Company 30 days in advance of move in/out date. A \$250.00 deposit **FOR MANOR HOMES ONLY** must be submitted to the Management Company at that time, inspections of the common hallways will be made prior to and after moving date, if no damage is found, deposit will be refunded.
 - b. Unit owners who rent their units must submit a lease and census form along with the deposit; failure to do so will result in fines levied against your Association account balance.
61. All unit owners who do not reside in a unit owned by them shall notify the Board or its agent in writing of their permanent residence address and telephone numbers where they can be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating a unit owner who fails to provide such information shall be assessed to the 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 unit address, and the Board 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.

62. Units occupied by other than the owner, and not leased (such as units owned or maintained for the benefit of another family member or other person) shall be so identified to the Board, providing the name(s) of the resident(s) and telephone numbers where they may be reached at home and at work. A statement signed by such resident shall be provided to the Board, affirming that the resident(s) agree(s) to comply with the Rules and Regulations of the Association during the time of residency.
63. 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 1-year, unless the Board consents in writing to the contrary.
64. Each lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association.
65. Every unit owner intending to lease a unit shall give prior notice to the Board of such intention, whereupon the Board shall provide the unit owner with a rider which shall be added to the lease and signed by all parties executing the lease. One lease per unit.
66. Each unit owner shall be responsible for providing his or her tenant(s) with copies of the Declaration, By-Laws and Rules and Regulations of the Association. In addition, the Association shall be given a signed, original lease and rider on every lease of any unit on the property prior to the occupancy date on said lease. Any expenses incurred by the Association in obtaining these documents shall be charged to the unit owner responsible.
67. In the event of any violation of the Declaration, By-Laws or Rules and Regulations of the Association by a tenant, the Board, in its discretion shall determine what action or actions are necessary against the unit owner or tenant, 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 are necessary to terminate the lease.
68. All expenses of the Board, in connection with any violation under these rules, shall be assessed to the account of the unit owner responsible therefor.

69. Provisions herein that relate to the execution of new leases shall become effective upon the expiring of any lease that is currently in effect. However, the requirements set forth are effective immediately. Unit owners shall supply the Association with a photocopy of any existing lease within thirty days.
70. All requirements of a contract buyer with regard to use and occupancy, and other requirements of the Association's documents shall be the same as for any other resident other than the owner; and the owner shall be responsible for actions of the contract buyer, the status of the unit's account, and all other Association matters, the same as if they had leased or otherwise granted permission for occupancy of the premises until such time as title passes.
71. All such provisions shall apply should there be a contract for purchase from one contract buyer to another, and all leasing provisions shall apply should a contract buyer lease the unit he is purchasing under contract.
72. In instances where the owner of a unit directs the Association to release information about the status of their account with the Association to an actual or proposed contract buyer, the Association shall do so, however, this action shall not release the owner of the unit for responsibility for any future assessments until such time as title passes, regardless of whether or not the contract purchase agreement is recorded.
73. Provisions herein that relate to the execution of new contract purchases shall become effective immediately. In addition, requirements for the furnishing of information about a contract purchaser within thirty days.
74. All expenses of the Board, in connection with any violation of these rules, shall be assessed to the account of the unit owner responsible therefor.

Payment of Assessments

75. Provisions of this section are subject to the requirements of Article XIV of the Declaration.
76. Assessments in amounts determined by the Board through its annual approved operation budget are due on the fifth day of the month, for that month. Assessments must be post marked by the fifth day of the month.
Changed to 10th - due to auto - debt - from Bank
77. Checks are to be made payable to the Association and forwarded to the Association in care of its managing agent or to such other address as the Board may agree upon and notify the owners from time to time.

78. Any payment not received by the Association with a post mark before or on the fifth day of that month shall be deemed delinquent. A late fee of \$25.00 will be applied to anyone not paying by the tenth of the month. Late fees are cumulative for each month that the assessment remains unpaid.
79. The Association shall send one notice of delinquency to each owner deemed delinquent, to be prepared and mailed as quickly as possible following close of the Association's books for a particular month.
80. Accounts remaining delinquent after a reasonable period has lapsed following mailing of a delinquency notice, but in no event longer than sixty days from the original due date, shall be subject to the full recourse allowed by the Declaration for collection of amounts owed, including late fees.
81. All costs including all attorneys' fees and court costs incurred by the Association in bringing about or attempting to bring about collection shall be the cost of the delinquent unit owner.
82. The Association reserves the right to charge back any costs it incurs because of checks which are tendered on an account having non-sufficient funds, and further reserves the right to refuse payment by other than cash, cashier's or certified checks or money orders from owners who have had at least two checks tendered on accounts having non-sufficient funds within a twelve month period.

Pets

83. No animals may be raised, bred, or kept in any unit or on the common property, except for dogs and cats but not more than two such animals, in aggregate, per unit.
 - a. **A weight limit of 35 pounds for dogs** will be in effect as of JUNE 26, 2003. Any unit owners who currently own a dog that is over 35 pounds are grandfathered and can keep that pet. However, if for any reason you acquire a new pet, it must comply with the 35-pound weight limit.
84. No animal may be tied or staked outside, without the owner in attendance. No animal is permitted to roam on the common property.
85. All animals must be leashed when on the common property.

86. All animals must be housed within the unit; they must not be left unattended in the garage or in an outside kennel.
87. The owner of every animal must remove and dispose of any excrement deposited by the animal anywhere on the property; disposal must be accomplished by sanitary means, either in the trash of the owner or through the unit owner's waste system. Animal excrement must not be deposited in open sewers. Owner will be assessed a damage fee based on the cost to the Association for replacing the damaged sod, bushes or trees.
88. All pets in the subdivision must be in compliance with Village of Palatine ordinances.
89. All animals must be of the variety typically kept as household pets, and may not be kept or bred for any commercial purposes, and must not be a nuisance to others.
90. Damage by a pet to common area landscaping is a violation of the Rules and Regulations of the Association. When determination has been established as to which resident's pet is damaging the common areas, either by urine or excrement or any other nuisance, the unit owner shall be subject to fine by the Board of Directors and cost to replace sod damage at the discretion of the Board of Directors.

**ADDENDUM TO THE RULES AND REGULATIONS WILL BE CONSIDERED AT THE
NEXT BOARD OF DIRECTORS MEETING**

As explained to all owners in the last mailing from your Board of Directors, the importance of DRYER VENT CLEANING was discussed at some length. THIS IS A MAJOR SAFETY ISSUE. The potential for fire and even loss of life is so great that your Board of Directors has voted to add the rule (below) to the current Rules and Regulations of the Association.

“Every unit owner will be required to have their clothes dryer vent cleaned by a professional, at their expense, every THREE (3) years. Proof of this work must be submitted to the Management Company. Failure to do so will result in a fine of no less than \$100.00. “

This new rule will be up for discussion and adoption at the next general meeting.

Many of our homeowners have taken advantage of the excellent and reasonable cost vent cleaning services provided by Ron MacFarlane (847-634-8688) a professional contractor. If you have had your vent cleaned by Mr. MacFarlane or any other professional within the last three years, you will be required to submit proof upon adoption of the rule.

Owners can also contact these two companies for comparisons:

Dryer Vent Wizard....866-498-7233

Mister Natural Services....630-980-7571

**DEERPATH LAKE OF PALATINE
CONDOMINIUM ASSOCIATION**

VIOLATION COMPLAINT

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 Alleged Violation

Name of Witness	Address	Phone Number
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Name, Address and Phone Numbers of any other Witnesses

Information Concerning Alleged Violator

Name of Alleged Violator(s)	Address	Phone Number
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Name, Address, and Phone Number of Unit Owner if Different

Information Concerning Alleged Violation

Date of Alleged Violation	Time	Location
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Section(s) of the DECLARATIONS, BY-LAWS or RULES & REGULATIONS which are alleged Violated

Witness' Observations: _____

Where any photographs or other recordings made? () NO () YES
Include all recordings with this form or forward as soon as possible. Indicate the name of the person who made the recording, date and the name of anyone else present.

I have made the above statements based on my personal knowledge and not upon what has been told to me. I will cooperate 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.

Signature

Date Signed

**DEERPATH LAKE OF PALATINE
CONDOMINIUM ASSOCIATION**

Notice of Rule Infraction

To: _____ Date: _____

ADDRESS: _____

OFF SITE ADDRESS: _____

Re: Violation of DECLARATIONS or RULES & REGULATIONS

You are hereby notified, as the owner of the unit at _____ E. FAWN LANE that a **Violation Complaint** form has been filed for allegedly violating the Associations DECLARATIONS, BY-LAWS, or RULES & REGULATIONS. The actions complained of occurred on or about _____, 20__ and described as follows:

_____ THIS IS A WARNING ONLY, no hearing or fine will be imposed if action is corrected.

_____ YOU ARE ENTITLED TO A HEARING, which will be scheduled at the next homeowners meeting on _____. In the event you do not appear, a finding of liability may be imposed and a fine will be assessed.

Please sign the bottom of this form and return it to the Management Company prior to the next homeowners meeting.

Signature

Date

CC: Board of Directors

**DEERPATH LAKE OF PALATINE
CONDOMINIUM ASSOCIATION**

Notice of Determination

To: _____ Date: _____

On _____, 20____, you were notified of a violation of the
DECLARATIONS, or RULES & REGULATIONS of DEERPATH LAKE OF PALATINE
CONDOMINIUM ASSOCIATION. Pursuant to the Association RULES &
REGULATIONS, a hearing was held on _____, 20____.

After considering the complaint, the following determination has been made and the
following action(s) will be taken:

_____ You were found not guilty and no action will be taken.

_____ A violation of the Association's Declaration, By-Laws or Rules and Regulations
has occurred and a fine in the amount of \$_____ in now due. A fine for a
continuing violation will be assessed until the violation has been eliminated and the
Board of Directors has been notified.

Damages have occurred and an architectural violation exists, as charged in the
complaint, and you are ordered to have the damages or violation corrected or repaired
at your own expense. The correction or repair must be completed by _____

As a result of a second subsequent violation, the Board of Directors has instructed the
Association's attorney, to inform you that legal proceedings will be instituted if further
violations occur. All expenses in this endeavor will be assessed to the homeowner.

DEERPATH LAKE OF PALATINE

Signature

Date