

Austin Courts Condominium Association  
2009 Revised Rules and Regulations  
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This Manual is in addition to and supplements the covenants  
of the Austin Courts Condominium Association.

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## Chapter 1

### Administration

#### Section;

1. General. The Association is a not-for-profit corporation of 42 Unit Owners. Each Unit has a vote, based upon its percentage of Ownership, which may be cast from time to time on certain issues. One of those issues is the election of three (3) Owners to serve on the Board of Directors. Voting is cumulative.
2. Board of Directors. The Board of Directors of the Association is comprised of three (3) elected Owners. Terms are two (2) year. The Board of Directors administers the functions of the Association. Board Members do not receive pay.
3. Board Meetings. The Board meets at periodic intervals. The exact date, location and time of the Board Meetings are published.
4. Annual Meeting. Each year, in the month of February the Owners meet to elect or re-elect Board Members to fill the expiring terms. Notices will be sent to all Owners.
5. Management. The Board of Directors, pursuant to its powers, has retained the services of professional Management to handle all day to day matters. Owners should contact Management on all matters. If a matter is not an Association responsibility, management will inform you.
6. Members. Membership in the Association shall include every person or entity who owns fee simple title in any Unit including contract sellers, beneficiaries of trusts holding legal title.
7. Regulations. All Members, their relatives, guests, licensees, and invitees, shall comply with all provisions of the Declarations, By-Laws, Rules and Ordinances of the Village of Libertyville.

## Chapter 2

### Advertising

#### Section;

1. Signs. No advertising signs or billboards shall be erected, placed or permitted to remain on the Property except as follows:
  - A. Yard Sales are permitted upon prior written consent of the Board of Directors.
  - B. All signs must be installed and removed within one (1) hour after the conclusion of the garage sale.
  - C. "For Sale" signs may be placed in the living room window and the kitchen window only. "For Sale" signs are not to exceed 24" x 30". Signs must be fabricated of metal and/or plastic weatherproof material. Wood and paper products are prohibited.
  - D. The use and placement of professionally manufactured "Open House" signs is limited to the day(s) the open house is in progress. The "Open House" sign is subject to the provision(s) of letter C, above. Any and all "Open House" signs must be removed on said same day at the completion of the "Open House".

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E. No "For Rent" signs are permitted on association property or displayed in any Unit window or on any unit door.

F. Notice of Board of Directors meeting signs may be placed on association property at any time.

2. Soliciting. No soliciting is permitted on the Property without prior written consent of the Board of Directors.

3. Newsletter. Advertisement will be allowed at rates to be adjusted as needed. Newsletters are to go to Unit Owners and Tenants. All newsletters must have written approval by the Board of Directors.

## Chapter 3

### Appearance Rules

#### Section;

1. Administrative Procedures. Owners requesting approval for appearance modifications, whether they are landscape or structural, must fill out in duplicate an "Appearance Change or Improvement" form depending upon the nature of the request and submit it to management. The application will be considered by the Board and you will be notified of its decision. For your convenience, application forms are made a part of this manual. Depending on the nature of the modification, building permits may be required from the Village of Libertyville. Please be advised that it is the responsibility of the individual Owner to obtain such permits. In addition, no permanent structure can be placed over an existing utility easement, nor shall any modification be placed in any swale to cause interference with drainage. Contact J.U.L.I.E. (1-800-892-0123) to locate utility lines before commencing work.

Any changes/additions to the exterior of a Unit or structural changes to the interior of a Unit must be submitted to the Association with a detailed working drawing to 1/4" scale, including a full description of the materials and colors before installation. No work on the exterior of a Unit may commence without the approval of the Association. Any interior structural changes that may affect the structural components of the building should be presented and discussed with the Board prior to construction. The Board of Directors has the authority to remove any violation(s) that have not been corrected after notification to the Owner by the Association. Any cost associated with the removal of the violation(s) will be billed to the Owner. A copy of the application form is attached to this manual.

2. Antennas. No radio or television receiving or transmitting antenna or external apparatus shall be installed on the exterior premises; normal radio and television installations wholly within a building are acceptable as well as antennas permitted subject to limitations as set forth in the Telecommunications Act of 1996 in accordance with F.C.C. Regulations. Notwithstanding anything to the contrary, the Association shall have the right to install and maintain a master television antenna and transmission system to service the Property.

Satellite dishes may only be installed on portions of property within the owner's exclusive use or control and with the prior written consent of the Board. This would include the Limited Common Elements of the Association only. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish. Satellite dishes may NOT be installed on the Common Elements without prior written consent of the Board.

3. Fireplaces. No wood burning fireplaces or fire pits allowed. Gas burning fireplaces only allowed with Board approval.
4. Decks. Decks are prohibited.
5. Window Air Conditioners and Fans. Window air conditioners and/or fans are prohibited.
6. Exhaust Fans/Vents. Exhaust fans/vents shall not be installed without prior written consent of the Association.
7. Landscaping. No landscaping modifications, except to flowers and bulbs in bed areas adjacent to Units shall be installed without the prior written consent of the Association. Said flowers shall be maintained by Owner. The Association reserves the right to mulch said areas, and shall not be responsible for damage to said flowers. Further, no chemical applications shall be made by an Owner without prior written consent of the Association.
8. Ornaments. Ornaments are prohibited, except seasonal decorations are permitted only on doors, stoops, or patios, provided no safety hazard is created and must not be installed 30 days prior to the holiday and be removed within 30 days of the conclusion of the holiday.
9. Storm Doors. Storm doors are to be almond in color with the exception of the prior approved pre-existing brown/aluminum storm doors. No storm door shall be installed without written consent and shall be subject to Association specifications.
10. Awnings. Awnings are prohibited.
11. Sporting Equipment. Permanently installed sporting equipment, including but not limited to, basketball backboards and volleyball nets, are prohibited.
12. Flags. Flag brackets are only permitted on Unit flower boxes. Vertical flag poles are prohibited. No flag shall exceed the size of 36" X 36".
13. Exterior Light Fixtures
  - A. Only white or yellow light bulbs are permitted in front fixtures.
  - B. Only white or yellow light bulbs are permitted in rear fixtures.
  - C. No additional light fixtures are allowed, without prior written consent of the Association.
14. Bug Zappers. Electric insect repellent devices are prohibited.
15. Kick Plates. Kick plates are prohibited on storm doors.
16. Garden Hoses. All garden hoses shall be coiled and stored flush against the exterior surface of the Unit out of view adjacent to faucet. All garden hoses must be removed from faucets by November 1 and not be installed until April 1 to prevent freezing of water lines.
17. Air Compressors. Owners shall obtain prior written consent from the Association before installing or replacing central air conditioner equipment.

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18. Plastic Sheeting. Plastic sheeting or other material to prevent entrance of drafts or sun rays and other elements through windows or elsewhere shall only be applied on the inside of a Unit. The Association reserves the right to control the color of such material.

19. Mechanical Devices. No mechanical device shall be installed that will overload any utility Service, e.g. electric, gas, water, sewer, etc.

20. Window Boxes. All dirt and plant material shall be removed from window boxes by November 1st, unless said boxes are lined with plastic to protect the wood.

21. Damages. Damage to the Property caused by the Owner, his Lessee, invitee, or guests shall be the responsibility of the Owner to restore. If the Owner shall fail to restore the damage after reasonable notice from the Association, the Association may, but shall not be required to, repair the damage and back charge the Owner, and/or take any other appropriate action pursuant to the Rules, Declaration, By-Law or in Law or Equity. The Association remedies shall not be mutually exclusive.

## Chapter 4

### Assessment Policy

#### Section;

1. General. The Association is funded by dues paid by each member. The dues are to be paid by the first of each month. Payment should be made by sending in your check payable to Austin Courts Condominium Association. Please use the payment cards and envelopes provided. If you did not receive them, call management. You will not be billed for your monthly assessment.

2. Delinquency. Any assessment not paid by the first of each month.

3. Late Charge. A late charge of \$25.00 shall be charged if payment is not received on or before the 21st of each month.

4. Legal Proceedings. The Association reserves the right to initiate legal proceedings against any Owner who is delinquent. All court costs and attorney fees will be added to the arrearage of the Owner.

5. Rule Violations. Any penalties levied by the Board for Association rule violations not paid within fifteen days of the notification of Board's decision shall be deemed delinquent and subject to the above assessment enforcement procedures, and become an addition to the assessment.

6. Attorney Collection. Attorney collection may be instituted after a payment is ninety (90) days past due. All legal costs are assessed to the delinquent account. The method of collection used by the Association Attorney may include Forcible Entry and Detainer, whereby the owner loses possession of the unit and is evicted.

7. Special Assessments. From time to time, the Association may levy a special assessment. All the above assessment procedures apply to special assessments.

Chapter 5

Enforcement of Rules

Section;

1. Declaration Provisions. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration, By-Laws, and Rules. Failure by the Association or by any Owner to enforce any Covenant, Restriction, By-Law or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter. The Board of Directors shall act on behalf of the Association in the enforcement of these rules.

2. Fine System. Violation of any Covenant, Condition, and Restriction of the Declarations, By-Laws, or Rules shall be subject to a fine not exceeding \$1,000 per violation.

3. Procedural Rules. No penalty shall be assessed unless a hearing is held in accordance with the following procedural rules.

A. Time Limitations. Complaints must be filed within 35 days of violation.

B. Hearing Body, The Board of Directors shall hear all complaints.

C. Continuances. Continuances shall be granted for cause, except each side shall be allowed one continuance without showing cause.

1. Cause is defined as:

i. Party or witness out of town.

ii. Party or witness is ill.

iii. Death in family of party or witness.

2. Requests for continuances must be communicated to the Board of Directors or management within a reasonable time before said hearing date.

D. Burden of Proof.

1. Violation -majority Board decision required.

2. Penalty -majority Board decision required.

E. Enforcement.

1. Lien.

2. Legal proceedings.

3. Self Help. Notwithstanding anything to the contrary, the Association may physically take action to remove architectural or appearance violations, etc. if the Owner has failed to do so within the time granted by the Association and a court order has been obtained. All costs related to said Association action shall be back charged to the Owner and shall be added to any penalties already assessed and shall be subject to the enforcement provisions stated in these rules.

F. Definitions.

1. Final Decision -Any decision of the Board is final.

2. Consolidation -Where two or more complaints are filed against an Owner for the same claimed violation before a decision of the Board is rendered, they will be heard at the same time and the decision of the Board will be considered as one violation.



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#### G. Complaints.

1. Owners may file complaints.
2. Board Members may file complaints, but not take part in the decision.
3. Committee members may file complaints.
4. Management may file complaints.

H. Notice. The complaint shall be delivered by personal service or by mail to the alleged violator's address a reasonable time before the hearing date.

I. Penalties. The Board may assess a fine for violation of any Association rule or provision in the Declaration or By-Laws. Notwithstanding, the assessment of a fine shall not limit the Association from pursuing any other legal remedy in law or equity.

J. Inconsistencies. All penalties or parts of penalties inconsistent with the Declarations or By-Laws are hereby repealed.

### Chapter 6

#### Garbage Collection

##### Section;

1. Trash Bags. All trash shall be placed in heavy-duty plastic bags sealed at the top, or in other sealed containers and placed in dumpsters.

2. Large/Oversized Items. If items do not fit in dumpsters, it is the responsibility of the resident to contact the scavenger

Company and arrange for a special pick up. Please call the Association Management Company for the current disposal firm's telephone number. Under no circumstances are large and/or oversized items such as furniture or construction refuse to be placed in refuse containers.

3. Days of Collection. Regular collection of refuse and recycling is performed by a contracted disposal firm hired by the Board of Directors for the dates specified in the contract between the disposal company and the Board of Directors.

4. Restrictions. All trash shall be stored inside Units prior to placement in dumpsters.

### Chapter 7

#### Insurance

##### Section;

1. Units. The Association shall obtain and maintain a policy or policies of insurance covering the Units (not including the contents, alterations and additions to the Unit and personal Property stored elsewhere on the Property or in the Unit), subject to casualty contained in an "all risk" form insurance policy in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount endorsement. Owners are responsible for deductibles and any flood insurance as may be required by mortgagees.

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2. Owners Insurance. Each Owner shall maintain at his own expense such insurance coverage as he/she may desire. Contact your own insurance agent or broker. The type of insurance policy that seems to fit best is called an H.O. 6 type policy. This type of policy generally provides Property insurance for your contents and liability insurance for your negligent acts. Be sure to request an endorsement for additions and betterments to your Unit or Limited Common Elements.

3. Common Elements. The Association provides insurance on the Common Elements in the form of:

- A. Property coverage
- B. Comprehensive general liability coverage
- C. Directors and Officers liability coverage
- D. Workers compensation coverage
- E. Fidelity coverage

## Chapter 8

### Limitations, Use and Occupancy Restrictions

#### Section:

##### 1. Animals.

A. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs and cats and other animals defined by custom and practice to be household pets in the Chicagoland area. Any Owner replacing a dog must follow this document for any new dogs. Any Owner who violates this provision will be forced to remove dog from premises.

B. All pet Owners are responsible for immediately cleaning up after their pets in the Units and on the Common Elements. Pet Owners shall not leave pets outside on leash to relieve themselves. All pet Owners shall comply with all village ordinances pertaining to pets.

C. All animals shall be leashed and attended when not within a Unit.

D. All pet Owners are responsible for damage caused by their pets.

E. Any pet Owner found to have been responsible for more than two (2) violations within a period of six months shall be deemed to be liable for having a pet which has caused or created a nuisance or unreasonable disturbance. It will be at the discretion of the Board, after consideration of the facts and circumstances, to order the Unit Owner to have the pet removed permanently from the property upon three (3) days written notice to the owner from the Board, and take such other action as is necessary to enforce same.

2. Nuisances. No nuisances shall be permitted. Nuisances shall be defined as any activity which unreasonably disturbs the peaceful enjoyment of the Units or Common Elements; or affects the health or safety or welfare of the residents, or Owners or Property, or detracts or threatens to detract from the Property values of the Units or Common Elements. Excessive/persistent noise making from car stereos, alarms, and radios will not be tolerated. Should projected sound be heard more than ten (10) feet from the location a device is set-up is considered a nuisance and fines could be assessed.

3. Guests. Owners will be held responsible for the conduct of their residents, tenants, guests, or invitees who engage in any activity described in this Section.

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4. Commercial Activities. No commercial activities of any kind, unless otherwise provided by the Declarations, By-Laws, or Rules, shall be conducted in any Unit or on the Property by Owners or occupants.

5. Easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage, or obstruct or retard the flow of water through drainage channels.

6. Laundry/Clotheslines. No laundry and/or clotheslines shall be placed on the exterior of any Unit or on the Common Elements. This includes any exterior railing or fencing.

7. Recreational Vehicles. Use of recreational vehicles, including but not limited to snowmobiles, mini-bikes and go-carts, is prohibited on any association property.

8. Prohibited Use. Nothing shall be done or kept in any Unit or on the Common Elements serving the Units which will increase the rate of insurance on the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the risk of serious bodily injury or property damage or cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law.

9. Non-motorized Vehicles. Use of non-motorized vehicles upon the Common Elements, including the Limited Common Elements is prohibited, including the alley, except the riding of tricycles or bicycles is permitted between Units. No tricycles or bicycles are permitted on Unit patios, front porch areas or on the grass.

10. Barbecue Grills. Barbecue grills shall only be operated on exterior rear patios. Barbecue grills, when in use, shall be at a safe distance from building structures, or plant materials. Only one barbecue grill per Unit is allowed. All coals shall be left outside until completely cool. All fluids and charcoal supplies shall be safely stored inside the Unit when not in use. Propane grills shall have their shut-off knobs removed when not in use. All grills shall be supervised by an adult when in use.

11. Storage. Except as otherwise provided by these Rules, storage on the Common Elements is prohibited. Notwithstanding the aforementioned, toys, recreational equipment, tables, pools, tents, tricycles, wagons, children's vehicles and other personal property shall be removed from the Common Elements by sunset. Light weight folding lawn/patio furniture is permitted to remain on patios during the summer months, but must be folded and stored along the wall of the building when not in use. Further, bicycles shall be permitted to be stored outside in front of units next to the unit fence between April 1st and November 1st. Residents of building 602 are permitted to store bicycles in the rear of their unit. Bicycles shall not be stored outside from November 2<sup>nd</sup> - March 31st.

12. Sandboxes/Kiddy Pools. Portable sandboxes with lids are restricted to dirt areas within the Limited Common Elements. Said sandboxes shall only be permitted during the summer season. Kiddy pools shall be permitted on the Common and Limited Common Elements provided they are drained and stored in the Unit each day.

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13. Entry/Exit Only front or rear doors shall be used for entry or exit to or from a Unit, unless there is an emergency.

## Chapter 9

### Maintenance

#### Section:

##### 1. Definitions.

A. Common Elements shall mean all portions of the Property except the Units, including Limited Common Elements, unless otherwise specified.

B. Unit. A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling, or such other uses permitted by the Declaration, and more specifically described in Section I(e) of the Declaration.

C. Limited Common Elements. A portion of the Common Elements so designated in the Declaration or on the Plat, as defined, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of the Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the Owner or Owners thereof shall be deemed a Limited Common Element. .

2. Common Elements. The Association shall maintain, repair, and replace the Common Elements.

3. Landscaping. The Association shall maintain and replace all landscaping on the Common Elements. The Association shall maintain and replace all original landscaping installed by the Developer on the Property. Any additions to landscaping added by Owner shall be the maintenance responsibility of the Owner, unless otherwise agreed to by the Association.

4. Units. The Owner is responsible for maintenance, repair and replacement of the interior Unit.

5. Limited Common Elements. The Association shall maintain, repair or replace the Limited Common Elements subject to the right of the Association to do so and back charge the Units benefited. Notwithstanding the aforementioned, the Owner shall be responsible for the cost and repair, replacement or maintenance of the following Limited Common Elements:

A. All door and their component parts;

B. All windows and their component parts;

C. All walls, ceilings and floor with respect to which each Owner is entitled to exclusive use.

## Chapter 10

### Parking

#### Section:

1. General. Vehicles shall only be parked or operated on streets and parking areas.

2. Abandoned or Disabled Vehicles. Abandoned or disabled vehicles are prohibited from being parked or stored on the Property. Any abandoned vehicle is defined as any vehicle relinquished of

possession by the Owner with the apparent intention of terminating ownership without vesting it in any other person or entity. A disabled vehicle is defined as any vehicle in a state of disrepair which renders it incapable of being driven in its present condition on public highways. Any vehicle not displaying valid temporary or permanent license plates with current sticker shall be considered disabled.

3. Parking Regulations. All Owners and residents shall comply with all Village ordinances and State laws and all posted or marked traffic signs or symbols, as well as all notices distributed by the Association via the newsletter or otherwise.

4. Obstruction. Obstructing ingress or egress of the Property is prohibited. Parking in another's designated space without permission is prohibited and subject to immediate towing.

5. Storage. A stored vehicle is any vehicle which has not been moved under its own power for fifteen (15) consecutive days, unless given written consent by the Association based on the following reasons: extended vacations; out of town business; personal or family illness; any other usual circumstance at the discretion of the Board. Appropriate proof shall be provided.

6. Non-permitted Vehicles. No commercial vehicle except those servicing the Property, limousines, hearses, boats, trailers, or campers shall be parked or stored on the Property. Further, vehicles with a weight in excess of 8500 lbs or over twenty (20) feet in length or seven (7) feet in width are prohibited.

7. No more than one vehicle shall be parked in a parking space at one time.

8. Fire Lanes/No Parking Zones. Obstruction of fire lanes or no parking zones is prohibited.

9. Repairs. Vehicle repairs are prohibited except the following: battery replacements; tire changes; light assemblies, antennas, wipers, mirrors. All work shall be completed within one (1) hour per repair. Repair shall be restricted to the assigned parking spot of the Unit.

10. Snow Plowing. Upon the accumulation of each two (2) inches of snow within twenty-four (24) hours, vehicles shall be removed from parking areas by 10:00 a.m. and shall not be returned until after 5:00 p.m.

11. Parking Spaces. All parking spaces are part of the Common Elements.

12. Primary Parking Spaces. One primary parking space shall be assigned to each Unit. Said space shall not be transferred, assigned, sold, pledged, or otherwise encumbered without prior written consent of the Association. The vehicle assigned to the space must display a current Austin Courts parking sticker, with its space number pre-printed on its face. Each Owner will also be given one "Guest Pass" with the assigned parking space number pre-printed on it. If the parking space is occupied by another vehicle, other than the assigned vehicle to that space, it MUST display the "Guest Pass" for that space. The "Guest Pass" must be displayed on the vehicle's mirror with the number visible in order for the vehicle to avoid being towed. If an Owner loses the Guest Pass there will be a \$75 fee for replacement. If an extra pre-printed parking sticker is requested for the assigned spot there will be an additional charge.

13. Secondary Parking Spaces. Secondary parking spaces shall be assigned to an Owner based on criteria set from time to time by the Board of Directors as follows:

- a) The Association shall maintain a list of Owners requesting a secondary parking space.
- b) Assignment of a secondary space shall be on a first come first serve basis. All requests shall be in writing and made by an Owner. No more than one (1) secondary space shall be assigned to any Unit, unless free spaces are available. In the event that all free spaces are filled and an Owner requests a secondary parking space, without already possessing one, the Owner who last requested more than one additional space will be asked to forfeit their second secondary parking space.
- c) Assignment/Forfeiture. Assignment shall be made to only Owners in good standing. Further, once assigned, the secondary space may be revoked if an Owner is no longer in good standing.
- d) Good standing shall be defined as not being delinquent in any Association charges, or in violation of any provisions of the Declaration, By-laws or Rules of the Association.
- e) Sale/Lease. Upon the sale or lease of a Unit, the secondary space shall be returned to the unassigned pool of secondary spaces for reassignment in accordance with these rules.
- f) Fee. A fee, decided by the Board, shall be charged per month for a secondary space. Said fee shall be due the first of each month and shall be subject to all collection procedures and remedies set forth in the Declaration, By-Laws and rules. Said fee shall be subject to change upon thirty (30) days notice.
- g) Use of a secondary space without proper assignment is prohibited. The secondary parking space will come with an Austin Courts parking sticker, with its number –pre-printed on it, which MUST be displayed at all times. The secondary parking space will also be given one “Guest Pass” with the assigned secondary parking space number pre-printed on it. If the parking space is occupied by another vehicle, other than the assigned vehicle to that space, it MUST display the “Guest Pass” for that space. The “Guest Pass” must be displayed on the vehicles mirror with the number visible in order for the vehicle to avoid being towed. If an Owner loses the Guest Pass there will be a \$75 fee for replacement. If an extra pre-printed parking sticker is requested for the secondary spot there will be an additional charge. Further, Owners are responsible for conduct of their renters.

14. Vehicle Removal. Any vehicle that is parked, stored or maintained on a Common Area other than a street or marked parking space may be removed by the Association or its authorized agents without notice to the vehicle owner and at the vehicle owner’s expense.

15. Ingress/Egress Violation. Vehicles shall not be parked, stored or maintained in any manner which interferes with access to and exit from a street, drive, parking area, or other Common Area. Any vehicle that is parked, stored or maintained in violation of this section is considered to be interfering with access to and exit from the building for emergency purposes, or to be interfering with the protection, health, safety, comfort and welfare of the respective families residing therein, their respective guests, household help and other authorized individuals, and such vehicles may be removed by the Association or its authorized agents without notice to the owner of the vehicle and at the vehicle owner’s expense.

16. Towing. Any vehicle not displaying the proper parking sticker and/or “Guest Pass” will be subject to immediate towing. NO EXCEPTIONS. Towing can be requested by any Austin Courts Owner. The towing request must go through the management company.

17. Violation. Violation of any parking rule may result in the towing of the vehicle in violation without notice at the responsible party's expense. Further, the responsible party shall be subject to all other remedies and penalties contained in the Declaration, By-Laws or Rules and in Law or Equity. Any unit occupant with an assigned space in the alley who is found to be in violation of any association rule or regulation, can, at the Board’s discretion, be reassigned a different assigned space.

18. The Board is hereby authorized to execute a contract with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these rules and regulations.

## Chapter 11

### Section:

#### Sales and Leases/Tenants

1. Sales. All Owners must notify management of their intent to sell. The Association will provide you with an assessment letter at Owner's expense, which you will need to present to the title company to clear the exception to title concerning liens for Association dues.
2. Mortgagee Information. Owner shall supply Association with the name, address, and loan number of all lien holders within ten (10) days of written request.
3. Service Charge. The Association reserves the right to charge Owners a processing fee for all sales, leases and requests for refinancing.

#### Leases/Tenants

1. Address Notification. All unit owners who do not reside in a unit owned by them shall provide the Association with their permanent address and telephone numbers where they may be reached in an emergency, both at home and at work. 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 therefrom.
2. Lease Occupant(s). 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 one (1) year, unless the Board of Directors consents in writing to the contrary. No person(s) shall reside in the Unit that does not appear on the lease.
3. Written Lease. Every 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.
4. Rider. Every unit owner intending to lease a unit shall give prior notice to the Association of such intention, which shall then 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 attached and defined as "Tenant Application".
5. Prior Notice. Each unit owner must receive prior written approval from the Board of Directors of occupants and lease agreement.
6. Informed Tenant. 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 must be given both a signed original and rider to every lease of a unit of the property prior to the effective date of the lease. Any expenses 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 dues/assessments.

7. **Liability.** Each unit owner shall be jointly and severally liable for any damage to Association property caused by any lessee, any fines imposed against a lessee for any violation of the Declaration, By-Laws, Rules and Regulations of the Association, and all costs and expenses, including attorney fees, incurred by the Association in connection with the enforcement of the Association Declaration, By-Laws, and Rules and Regulations against any lessee.
8. **Lease Termination.** In the event of any violation of the Declaration, By-Laws or Rules and Regulations of the Association by a lessee, the Board, with its discretion, shall determine what action or actions are necessary against the unit owner or lessee, as the cause 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 is necessary to terminate the lease.
9. **Incurred Expenses.** All expenses of the Association, in connection with any violations under these rules, shall be assessed to the account of the unit owner of the unit involved.
10. **New Lease Execution.** Provisions herein relating to the execution of new leases shall become effective upon the expiration of any lease currently in effect. However, the requirements set forth in Chapter 11, Leases, numbers six (6), seven (7) and ten (10) of the this section shall be effective immediately, as is the obligation of all lessees to abide by the Declaration, By-Laws, Rules and Regulations of the Association. All unit owners shall supply the Association with a photocopy of any existing lease within thirty (30) days of notification of these rules. No unit may be leased without a lease agreement.
11. **Lease Renewal Approval.** All leases that are renewed must be supplied to the Association for approval. No Unit may be leased without Association approval.
12. **Board Possession.** The Board of Directors of the Association shall have the right to lease any Association owned Units which the Association has possession, pursuant to any Court order, and said Units shall not be subject to this Section.



AFFIDAVIT OF SERVICE

The undersigned states that I have served the attached complaint by placing the complaint in a properly addressed, sealed and stamped envelope in the U.S. Mailbox at:

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Complaint Server

The undersigned states that I have personally served the attached complaint upon the named violator or a member of his family above the age of 13 years, at the violator's address stated in the complaint on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

Complaint Server

Instructions to Complaint Server:

Please sign your name on the by-line that applies to the type of service you performed in serving the complaint. Sign one by-line only.

4/09

TENANT APPLICATION

Date: \_\_\_\_\_

TO:

RE: Lease Information

Unit # \_\_\_\_\_

Owner Address: \_\_\_\_\_

As part of the leasing or rental of your unit in AUSTIN COURTS CONDOMINIUM ASSOCIATION, it is necessary that certain information be provided in order to allow the Board effectively to protect the Association's rights and interests pursuant to the Rules and Regulations governing the property. Consequently, we ask that you complete this information sheet as part of the leasing of the Unit and forward the completed sheet along with a copy of your proposed lease to the individual identified below:

Name of Owner of Unit: \_\_\_\_\_

Tenant(s) Name: \_\_\_\_\_

Tenant(s) Employer: \_\_\_\_\_

Address: \_\_\_\_\_

Business Phone: \_\_\_\_\_

Name & Address of Reference for Tenant: \_\_\_\_\_

Names and ages of ALL that will occupy the Unit: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List all Pets with weights: \_\_\_\_\_

Please be advised that you must supply this information in order to lease your unit. If the information is not supplied and if the unit is leased without Board approval, the Board may, under the Rules and Regulations, enforce its rights and you will be required to pay all costs and attorney fees for the Board in so enforcing its rights. Please forward this sheet to the undersigned:

AUSTIN COURTS CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Austin Courts Condominium Association  
Homeowner/Tenant Information Form

Please fill in the following information which will aid your Association, the Managing Agent and the Libertyville Police/Fire Department in case of emergency.

This form must be on file for all Unit occupants.

Name \_\_\_\_\_

Address \_\_\_\_\_

Telephone Number: Home \_\_\_\_\_ Work \_\_\_\_\_

Automobiles:

Year	Make	Model	License No.	Parking Space No.	Permit No.

Dog:

Name	License No.	Breed	Weight

Cat:

Name	License No.	Breed

4/09

Austin Courts Condominium Association  
Notice of Determination Regarding Violation

Date: \_\_\_\_\_

To: Owner: \_\_\_\_\_  
Tenant: \_\_\_\_\_  
Board of Directors ( )  
Management Company ( )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Board found you to be in violation of the Declaration, By-laws, or Rules and Regulations of the Association regarding:

\_\_\_\_\_  
\_\_\_\_\_

This was violated by: \_\_\_\_\_

The Board has taken the following action:

- ( ) This is a WARNING!
- ( ) The Board has determined that no violation has occurred.
- ( ) The Board has voted that you are NOT guilty of any violation or that there are extenuating circumstances and no further action will be taken.
- ( ) The Board has determined that a violation has occurred. Accordingly, costs and expenses of enforcement in the amount of \$\_\_\_\_\_ have been assessed against your unit and are now due.
- ( ) The Board has voted to levy a fine of \$\_\_\_\_\_ per day until the violation is corrected.
- ( ) Damages, expenses and administrative charges in the total amount of \$\_\_\_\_\_ have been assessed and are now due.
- ( ) Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the Association and are now due.
- ( ) Damages have occurred or an architectural violation exists as charged in the complaint, and you are hereby notified to have the damages or violation corrected or repaired at your expense. However, should this conduct or any other violation be reported again, a fine or other action may be warranted.
- ( ) As a result of a second or subsequent violation, we have instructed our attorney's to inform you that legal proceedings will be instituted if further violations occur, and the expense incurred will be assessed to you.

Very Truly Yours,

Austin Courts Condominium Association  
Board of Directors

Architectural Change or Improvement  
Application

Section 1:

Date \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone Number: Home \_\_\_\_\_ Work \_\_\_\_\_

Section 2: Description of Change or Improvement.

Attachments to Description:

1. Sketch of change or improvements showing all pertinent information related to said change or improvement, including, but not limited to, colors, dimensions, construction materials, location of change or improvement in relation to property lines, unit, and neighboring property, including, but not limited to swales, trees, utility transformers, vaults, etc.
2. A copy of your survey must accompany this application.
3. A legal description of your property must accompany this application.

Section 3: Application Affidavit

1. I hereby agree to obtain all necessary building permits and to comply with all applicable building codes and begin the change and/or improvement within 30 days after approval, with completion within 90 days of start.
2. I hereby agree to comply with all Association Declarations, By-laws, and Rules and Regulations in respect to this architectural change and/or improvement, and that all changes and/or improvements shall be within my lot lines.
3. I hereby agree to defend, indemnify and hold harmless the Association, its unit owners, members of the Board of Directors, employees and managing Agent from all loss, damage, liability, judgments, court costs, attorney fees, interest or any other costs, penalties arising out of this change or improvement.
4. I hereby understand and agree that I am responsible for the future upkeep, insurance and maintenance of said change and/or improvement. Further, should said change interfere with any maintenance responsibility of the Association, I agree to remove my change, or have the Association remove change at my expense.
5. I hereby agree to permit the Association access to my property for purposes of enforcement of the Application.

- 6. I hereby agree that failure to comply with any of the above requirements may result in the revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of my property to a condition that existed before approval of this Application.

All necessary costs and expenses to restore my property shall be at my expense, including but not limited to, construction costs, and consequential expenses, such as attorney's fees, court costs, permit fees, etc.

Notwithstanding anything to the contrary, the Association, at its discretion, shall have the right and power to enter by property and repair said change and/or improvement should it fall into a state or disrepair which is not corrected within 14 days after written notice to me. All costs connected with such repair shall be charged to my assessment account and be collected by methods authorized by the Declaration, By-laws, Rules and Regulations of the Association or laws of the State of Illinois.

- 7. I hereby agree and understand that this Application shall be binding on al successors, devisees, heirs, assignees, and transferees of my property. I further agree to inform them of the terms and conditions contained in this Application.

Section 4: Notice

All notices shall be deemed delivered if delivered personally to Applicant or Members of his family 13 years or over, or mailed to he named Applicant at his last known address by first class mail with postage prepaid.

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Signature

Section 5: For Office Use Only

Date Approved: \_\_\_\_\_

Date Rejected: \_\_\_\_\_

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Signature

X \_\_\_\_\_  
Signature

4/09

TENANT ACCEPTANCE OF ALL RULES AND REGULATIONS

Date: \_\_\_\_\_

TO:

RE: Lease Information

Unit # \_\_\_\_\_

Owner Address: \_\_\_\_\_

As part of the leasing or rental of your unit in AUSTIN COURTS CONDOMINIUM ASSOCIATION, it is necessary that certain information be provided in order to allow the Board effectively to protect the Association's rights and interests pursuant to the Rules and Regulations governing the property. Consequently, we ask that you complete this Tenant Acceptance sheet as part of the leasing of the Unit and forward the completed sheet along with a copy of your proposed lease to the individual identified below:

I have been supplied with, and read the Rules and Regulations pertaining to Austin Courts Condominiums and agree that as part of my Lease Agreement, all Rules and Regulations will be followed. Should Tenant(s) be in violation of the Rules and Regulations, the lease may be revoked and tenant(s) could be subject to eviction.

Printed Name of Unit Owner: \_\_\_\_\_

Signature of Unit Owner: \_\_\_\_\_

Printed Name of Adult Tenant: \_\_\_\_\_

Signature of Adult Tenant: \_\_\_\_\_

Printed Name of Adult Tenant: \_\_\_\_\_

Signature of Adult Tenant: \_\_\_\_\_

Please be advised that you must supply this information in order to lease your unit. If the information is not supplied and if the unit is leased without Board approval, the Board may, under the Rules and Regulations, enforce its rights and you will be required to pay all costs and attorney fees for the Board in so enforcing its rights. Please forward this sheet to the undersigned:

AUSTIN COURTS CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_