

DEER PARK ESTATES  
HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS

**Deer Park Estates  
HOMEOWNERS ASSOCIATION**

**RULES AND REGULATIONS**

Adopted this 6th day of December, 2010, in accordance with the authority set forth in the Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for Deer Park Estates Homeowners Association, recorded in the Office of the Recorder of Deeds of Lake County on August 2, 2006 as Document Number: 6037046

**PREAMBLE**

These Rules and Regulations have been adopted with the intent of providing the residents of Deer Park Estates Homeowners Association with a practical plan for living at Deer Park Estates, extracted from the technical language of the Declaration, By-Laws and Illinois law.

The goal is to maintain the property as a first-class Association and to provide the residents with specific information that will be reviewed on an on-going basis by the Board of Directors.

However, the Board is not a police department and in order to have effective rules and regulations, it requires the cooperation of all of the residents of the Association. All residents are responsible for any damages/violations by those residing in their unit or their guests. Unless the Board, through its managing agent, is notified of rule infractions by the people that witness the infraction, the rules cannot be enforced. Each resident's cooperation and participation is encouraged.

Respectfully submitted

Board of Directors  
Deer Park Estates Homeowners Association

**SECTION I**  
**The Association**

A. Administration

1. The Association is governed by its duly elected Board of Directors.
2. The Board is elected by the Voting Members of the Association at the annual meeting of Owners.
3. No homeowner in litigation against the Association shall be allowed to run for any office or participate on any committee. Only homeowners who are in good standing may run for the Board. If a homeowner is delinquent in paying their assessments, fines or damages, they are not in good standing.

B. Annual Meeting

1. The first meeting of the Association was held on or about April 14, 2010. Each year, on or about the first Tuesday of May, the Association shall send out written notice, at least ten (10) days in advance, to each Owner of the date, time, and place of the annual meeting of Owners. The purpose of the meeting is to elect the new directors to the Board. In odd years the Association will elect two (2) directors to a two (2) year term and in even numbered years, the Association will elect three (3) directors to a two (2) year term. This is done in alternate years in order to maintain continuity on the Board.
2. In the event of a vacancy during the year, the remaining Board members will appoint a successor to fill the vacancy until the next annual meeting.
3. All legal Owners will each have one vote per unit.
4. One month prior to each annual meeting, nominations of candidates for the Board shall be taken.

C. Board Meetings

1. All regular and special meetings of the Board are open to all members of the Association.
2. The Board may also hold a closed executive meeting to (i) discuss litigation, (ii) hiring and firing of employees/contractors, and (iii) disciplinary proceedings. However, the Board may not vote on any matter in a closed session; all voting must be conducted at an open meeting.
3. Owners have a right to be present at all open meetings and have a right to participate during the Homeowners Forum ONLY.
4. Meetings of the Board shall be held quarterly. Notice of Meetings of the Board will be distributed to all homeowners by either standard mail or e-mail.

**SECTION II  
Assessments**

- A. Monthly assessments are due on the first day of each month.
- B. Assessments not paid within fifteen (15) days after the due date will be assessed a \$25.00 late fee.
- C. Assessments not paid within 15 days after the due date shall accrue interest at the delinquency rate of the lesser of 18 percent per annum or the maximum rate allowed by law.
- D. Assessments not paid when due are considered delinquent. The Association's management company will then send the delinquent owner a late notice, requesting payment within 30 days. If payment is not received within 60 days, the matter will be referred to the Association's legal counsel for collection. The attorney may do one or more of the following:
  - 1. Sue to obtain a judgment.
  - 2. Record a lien.
  - 3. Foreclose the lien.
  - 4. Evict the occupants by an action in Forcible Entry and Detainer.
- D. All court costs, late fees, attorneys' fees, etc., will be assessed back to the delinquent owner in accordance with section 6.9 of the By-Laws of the Deer Park Homeowners Association.
- E. Assessments are used for paying insurance, maintenance, professional management, and other services essential to operating the Association. In order to maintain a first-class community, assessments must be paid by all Owners on time.

**SECTION III  
Annual Budget**

- A. In the beginning of the final quarter of each calendar year, the Board will begin to review all relevant financial information in order to prepare the following year's budget. No later than December 15, the Board will approve said budget. On January 1 of each year, the Board will implement the new budget for that calendar year.
- B. Each Owner will receive a copy of the proposed budget at least thirty (30) days prior to it being adopted by the Board.
- C. In the event the Association does not have adequate operating capital, the Board, may:
  - 1. Levy a special assessment.
  - 2. Adopt a supplemental budget.
  - 3. Set the assessments at a new level.
- D. Each year the Board shall also establish a reasonable reserve for contingencies and long term capital expenditures.

**SECTION IV**  
**Architectural Control**

- A. One of the primary responsibilities of a homeowner's association is to maintain control over aesthetics and appearance of the property. The Board, or its duly authorized committee, shall maintain uniform and standardized specifications for all improvements or structural repairs. The forms attached to these rules must be filed prior to commencement of any exterior work.
- B. Architectural Guidelines
1. The Owner shall submit to the Board of Directors an application form for "Architectural Improvement" when required by Association's governing documents. (See Exhibit A)
  2. Within thirty (30) days of receipt, the Board, or its duly authorized agent, shall notify Owner, in writing, of its decision to approve or reject Owner's proposed improvement.
  3. In the event Owner's improvement is rejected, Owner may resubmit an application form including changes, modifications or additional improvements in accordance with the conditions set forth in the Board's notice of rejection.
  4. The first re-submittal shall be treated as an initial application.
  5. In the event Owner is unconditionally rejected, Owner may submit a written appeal directly to the Board of Directors to be considered at the next regularly scheduled Board meeting, or a special meeting called for that purpose.
    - a. In the event of an appeal by an Owner, the Owner shall be afforded a right to a hearing, to be represented by counsel and to submit evidence in defense of his application.
    - b. Upon adjudication of the Owner's appeal, the Board shall notify Owner of its decision in writing.
    - c. The decision of the Board of Directors pertaining to applications for improvement appeals shall be final and binding on Owner.
  6. In the event of Board approval, Owner shall commence construction in strict conformity with the approved guidelines as soon as practicable, weather permitting. In no event shall construction commence after 12 months from the date of approval. Once construction is completed, Owner shall notify a Board member to receive final approval.
  7. Upon construction of an improvement, Owner will hereby indemnify and hold harmless the Board, Association, its agent, and Owners from any and all claims, controversies or causes of action resulting from said improvement, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom.

**Deer Park Estates Homeowners Association  
Rules and Regulations**

8. Owner, his successors in title, assignees, agents or heirs are solely and individually responsible for the repair, maintenance, and restoration of the improvement so long as it remains on the property.
  - a. If at any time Owner fails to maintain said improvement to the satisfaction of the Board, the Board shall notify Owner of his violation of this agreement in writing.
  - b. Owner shall bring the improvement into compliance within ten (10) days of the date of said notification.
  - c. Failure of Owner to remedy the defects in the improvement as outlined by the Board, may, in the discretion of the Board, result in the Board undertaking any and all repairs, maintenance or restoration of Owner's improvement at Owner's expense.
  - d. Any and all expenses incurred by the Board in making said repairs, maintenance or restoration shall be assessed to Owner's account in accordance with the Declaration, including all costs and attorneys fees.
9. In the event Owner constructs an improvement substantially different from that which was submitted in his application, the Board may, in its discretion, enter upon Owner's appurtenant portion of the common elements to dismantle and remove at Owner's expense same, or utilize any and all remedies available at law or in equity. Owner will indemnify and hold harmless the Board, Association and its duly authorized agent and will refrain from instituting any action for trespass in the event the Board removes said improvements. The Board's right of entry is unqualified and in conformance with the Declaration.
10. Upon transference of ownership of his/her unit, Owner shall inform successor in title, including any tenant, or purchaser by Articles of Agreement for Warranty Deed, of the existence of the architectural improvement and the obligations set forth in the agreement. The obligations shall pass to any successor in interest.

**D. Restrictive Covenants**

1. There are only two (2) approved storm doors. No other storm doors are allowed. The manufacture and model of these doors will be provided to those wishing to purchase and install a storm door. All storm doors must be white.
2. Television and radio antennae and television satellite dishes having a diameter not exceeding one meter are permitted on the exterior of any residential unit subject to all applicable laws, ordinances, and regulations including the following:

**Deer Park Estates Homeowners Association  
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- No more than one (1) satellite dish per provider may be affixed to any residential unit.
  - Whenever possible satellite dishes are to be attached to the rear plane of the individual unit.
  - A satellite dish may be attached and installed to the deck of a unit but must not protrude into the common elements.
  - The cable attached to any dish must be introduced into the unit within one (1) foot of its attachment to the satellite dish.
  - Any unit owner or authorized lessee who is in violation of these will be sent a notice to correct the situation. Failure to do so will result in a fine of \$10 per day until the situation has been corrected. Failure to correct said infraction may also result in legal action.
3. All window wells must have some type of protective covering, but must still permit exit in case of emergency.
  4. No sheds, shacks, dog houses, fenced enclosures or other temporary structures are permitted, unless approved by the Board.
  5. No animals or livestock other than ordinary household pets may be raised or kept in any home or unit.
    - a. Pursuant to the declaration, a total of three pets are permitted at any time.
    - b. Any resident keeping an unreasonable number of pets, or a pet that is creating a nuisance, disturbance or unsightly conditions, will be sent written notification. If the resident fails to correct the situation and/or remove the violating pet(s), the Owner may be subject to fines and/or legal action.
    - c. Pets shall be leashed when outside the residential unit and all pet owners shall carry disposal bags so as to clean up after their pet(s).
    - d. All pets shall be permitted to defecate only in designated areas. Such designated areas include the walking path along the perimeter of Deer Park Estates, and the immediate rear of the pet owner's residential unit. Pet owners must pick up after their pets, regardless of the location.
    - e. Under no conditions shall a unit owner walk his/her pet in the children's play area at the southwest corner of Talia and Audrey. .
    - f. The landscaped areas appurtenant to the front of the residential units are not permitted areas for walking pets.
    - g. The fine for a resident following one warning for violating the aforesaid pet restrictions shall be \$100 per offense.
  6. No signage of any type or description including "For Rent" and "For Sale" signs are permitted.



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- a. "Open House" signs are permitted only on the day of the open house.
  - b. No other signs, billboards or unsightly uses may be erected.
  - c. The board shall send a notice of violation to the owner. If the owner fails to remove said signage within 72 hours, the board shall assess a fine of \$150 for the first day of the violation and \$50 per day for each successive day the violation remains uncorrected.
  - d. No notice will be given to the owner of a subsequent violation of this restriction and the fines stated above shall be assessed from the date the violation is discovered.
7. There shall be no permanent clotheslines, equipment, woodpile, or storage on the building exteriors.
  8. No inflatable holiday decorations are permitted. Inflatable includes but is not limited to those decorations inflated by air and heat.
  9. Barbecuing is not permitted in the garages nor are propane tanks permitted to be stored in the garages.
  10. Garbage.
    - a. To the greatest extent possible, the garbage containers provided by the waste hauler for Deer Park Estates should be utilized. Garbage containers not provided by the waste hauler are prohibited. This does not apply to plastic waste bags if needed.
    - b. All recycle items should be placed in the proper containers provided by the waste hauler.
    - c. Garbage may not be placed out for collection before 3:00 PM the day before pickup.
    - d. All waste containers should be removed the same day as collection.
  11. There shall be no maintenance or repair of vehicles outside any unit, in any driveway, or any parking areas, excluding washing of the vehicle.
  12. Units are to be used for residential purposes only. No business, commerce or trade may be transacted out of a unit. A resident may maintain professional records, receive mail, and conduct telephone communications only.

**SECTION V  
Parking**

- A. No parking is allowed on streets from 2:00 a.m. through 6:00 a.m. Temporary overnight parking may be permitted by emailing the management agent and providing details as to why the vehicle needs to be parked on the street. The party requesting temporary parking must also provide the make and model of the vehicle and the license plate of said vehicle. Vehicles parked on the street overnight must display the Deer Park Estates parking sticker or hangtag on the windshield. Two stickers or hangtags will be issued to each Owner. Vehicles parked on the street overnight that do not display the Deer Park Estates parking sticker or hangtag may be towed at the vehicle owner's expense without notice. Guests must park on the driveway or in the garage of the unit owner overnight.
- B. The parking of commercial vehicles, boats, trailers, tractors, and all other non-passenger vehicles is expressly prohibited except when expressly approved by the property management company.
- C. Parking is not permitted where it hinders the entrance to and/or exit from a driveway. This specifically includes parking directly across from a driveway.
- D. Vehicles parked on the street must be parked with the flow of traffic.
- E. Vehicles belonging to owners should be parked on their driveways to the greatest extent possible. Vehicles belonging to guests should be parked on the owner's driveway to the greatest extent possible.
- F. No parking is allowed that block access to a fire hydrant.
- G. The Homeowners Association reserves the right to tow vehicles for violating these restrictions.
- H. Vehicles are not permitted to park on the street after 2" or greater of snow has accumulated and until all snow has been cleared from the streets.
- I. For purposes of this section, street includes the East section of Talia Lane where it dead ends and terminates.

**SECTION VI  
Insurance**

- A. Each Owner is responsible for insuring his dwelling, its contents and entry ways (homeowners insurance).
- B. Each Owner is required to provide a copy of their insurance policy or certificate of insurance to the Association yearly. Failure to do so may result in a fine or the Association obtaining the necessary insurance for the Owner and charging it back as a special assessment to the Owner.
- C. The Association shall maintain Directors and Officers insurance, general liability, worker's compensation, and such other coverage it deems appropriate, as a common expense.

**SECTION VII  
Leases**

- A. Owner must notify the Association's Board of Directors or its managing agent of all current occupants of the unit, including children. This notification should not only include the names of each occupant, but the phone number of the Owner of the unit, the number of vehicles used by the occupants, the number and type of any pets, etc. The owner must submit to the Board of Directors a Resident Information form and a copy of the executed lease.
- B. All leases must be in writing and in conformance with and subject to the governing documents of the Association. At the time of execution of a lease, the lease rider and information sheets should also be filled out. A copy of all documents must be sent to the Board or the management company prior to occupancy. The property owner is ultimately responsible to abide by all provisions and restrictions imposed by the Association's governing documents, whether he resides in the unit or not. If a tenant violates the Declaration, By-Laws, or rules and regulations, it is the Owner that will be held responsible and liable.
- C. A check for \$150.00 payable to the Association for Deer Park Estates is due and payable at every lease inception and lease renewal. In the event of multi-year leases, the fee is due annually at the anniversary date on which the lease begins.
- D. All tenants should be given a copy of the Declaration, By-Laws, and rules and regulations that may have been adopted by the Association. Tenants should be informed that this information is being provided to them because they are a part of the Association by virtue of their residence and are obligated to observe the rules.
- E. Even though a tenant has no vote on Association matters, by virtue of their residence, they are a part of the community and may be allowed and encouraged to participate in the Association's activities.
- F. An Owner should make judgment on how long a tenant will likely stay; turnover is costly. The initial term of the lease shall be for not less than six (6) months. Subsequent to the initial term of lease, a lease may be for a term of no less than 30 days.
- G. The Owner is absolutely obligated to pay all of the Association fees, since they are a covenant running with the land; all special assessments; increases in taxes; move-in charges; maintenance costs; or any special fees or charges imposed by the Association.
- H. All leases must include provisions for the tenant obeying the Declaration, By-Laws, and rules and regulations of the community, including the payment of any fines for rule violations.
- I. Violations of the Declaration, By-Laws, or rules and regulations may result in a fine, or in serious situations, eviction proceedings against the lessee. All fines, costs, and fees will be charged back to the Owner.

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- J Tenants who repeatedly violate the rules and regulations of the Association may be subject to an Action in Forcible Entry and Detainer and be evicted from the unit.

**SECTION VIII  
Books and Records**

- A. The books and records of the Association are open to any member of the Association. They are maintained at the office of the management company and may be viewed at their offices during normal business hours, by appointment only.
- B. A request, in writing, must be submitted to the Board or the property manager at and should include which specific records are to be viewed and the reason for reviewing them. The Association has up to 30 days to provide the records so requested by an owner.

**SECTION IX  
Newsletter**

- A. In order to keep its Owners informed, the Board may send out a newsletter periodically, summarizing Board action and important information.
- B. All Owners are encouraged to submit articles and information and assist in preparing the newsletter.

**SECTION X**  
**Enforcement**

- A. If someone is believed to be in violation of any of the provisions of the Declaration, By-Laws, or rules and regulations, a signed, written complaint must be submitted by an Owner, the managing agent, a resident, or a member of the Board of Directors. A written complaint form prescribed by the Board shall be sent to the management firm or the Board.
- B. The person charged with the violation will be given written notice of the complaint, informing him or her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, the alleged violator will have an opportunity to present a defense. All hearings will proceed with or without the presence of the accused Owner, so long as notice has been sent in advance. The findings of the hearing will be submitted to the Board for disposition at its next regularly scheduled meeting.
- C. If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the assessment account of the Owner of the unit in which the guilty person resides, to be collected with the monthly assessment.
- D. There will be a schedule of fines for each violation, provided the Owner has not been fined for the same violation within the previous 12 months. If an Owner has been fined for the same violation within the previous 12 months, the fine will be doubled.
- E. In the event of any violation of the Declaration, By-Laws, or rules and regulations of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Owner at the time that they are incurred.
- F. For violations of these rules where fines have not been specified, the minimum fine shall be \$100.00 per violation.



EXHIBIT A

Deer Park Estates Homeowners Association

**ARCHITECTURAL CONTROL AGREEMENT**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ and the Deer Park Estates Homeowners Association, an Illinois not-for-profit corporation for and in consideration of the mutual covenants set forth herein, agree as follows:

WHEREAS, pursuant to Article \_\_\_\_\_ of the Declaration of Covenants for the Deer Park Estates Homeowners Association, the Board of Directors (hereinafter referred to as the "Board") and/or its duly authorized committee are obligated to protect and preserve the architectural integrity and aesthetic environment of the Association's common elements; and

WHEREAS, Unit Owner is desirous of constructing a certain addition, improvement and/or alteration of the common elements in conformity with the requirements of the Declaration and uniform standards adopted by the Board of Directors of Association.

NOW, THEREFORE, in consideration for the sum of Ten Dollars (\$10.00) and other good and valuable consideration it is hereby agreed as follows:

1. That Unit Owner shall submit to the Board of Directors and to its duly appointed Architectural Control Committee an application form for "Architectural Improvement" (copy attached hereto and made part hereof).
2. In the event Unit Owner uses a contractor, the contractor must provide the Association with a Certificate of Insurance.
3. Within 30 days of receipt, the Board or its duly authorized agent shall notify Unit Owner in writing of its decision to approve or reject Unit Owner's proposed improvement.
4. In the event Unit Owner's improvement is rejected, Unit Owner may resubmit an application form including changes, modification, or additional improvements in accordance with the conditions set forth in the Board's notice of rejection.
5. The first re-submittal shall be treated as an initial application.
6. In the event Unit Owner is unconditionally rejected, Unit Owner may submit a written appeal directly to the Board of Directors to be considered at the next regularly scheduled Board meeting, or a special meeting called for that purpose.
  - A. In the event of an appeal by a Unit Owner, Unit Owner shall be afforded a right to a hearing, to be represented by counsel, and to submit evidence in defense of his application.

- B. Upon adjudication of the Unit Owner's appeal, the Board shall notify Unit Owner of its decision in writing within 10 days of said meeting.
  - C. The decision of the Board of Directors pertaining to Applications for Improvements Appeals shall be final and binding on Unit Owner.
7. In the event of Board approval, Unit Owner shall commence construction in strict conformity with the approved guidelines as soon as practicable, weather permitting. In no event shall construction commence after six months from the date of approval.
8. Upon construction of an improvement, Unit Owner does hereby indemnify and hold harmless the Board, Association, its agent and Unit Owners from any and all claims, controversies, or causes of action resulting from said improvement, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom.
9. Unit Owner, his successors in title, assignees, agents or heirs, are solely and individually responsible for the repair, maintenance and restoration of his improvement so long as it remains on the property.
- A. If at any time Unit Owner fails to maintain said improvement to the satisfaction of the Board, the Board shall notify Unit Owner of his violation of this agreement in writing.
  - B. Unit Owner shall bring the improvement into compliance within 10 days of the date of said notification.
  - C. Failure of Unit Owner to remedy the defects as outlined by the Board in the improvement, may, in the discretion of the Board, result in the Board undertaking any and all repairs, maintenance or restoration of Unit Owner's improvement at Unit Owner's expense.
  - D. Any and all expenses incurred by the Board in making said repairs, maintenance or restoration shall be assessed to Unit Owner's account in accordance with Article \_\_\_\_\_ of the Declaration, to collect the foregoing, including all costs and attorneys' fees.
10. In the event Unit Owner constructs an improvement substantially different from that which was submitted in his application, the Board may in its discretion, enter upon Unit Owner's appurtenant portion of the common elements to dismantle and remove same or utilize any and all remedies available at law or in equity. Unit Owner does hereby indemnify and hold harmless the Board, Association and its duly authorized agent and refrain from instituting an action for trespass in the event the Board removes said improvement. The Board's right of entry is unqualified and in conformance with Article \_\_\_\_\_ of the Declaration.
11. Upon transference of ownership of his unit, Unit Owner shall inform successor in title, including any tenant or purchase, by Articles of Agreement for Warranty Deed, of the existence of this agreement and the obligation set forth herein. The obligations herein shall pass to any successor in interest.

- 12. Time is of the essence of this agreement.
- 13. This agreement shall be construed in accordance with the laws of the State of Illinois.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

Deer Park Estates, Inc., an Illinois not-for-profit corporation

By: \_\_\_\_\_  
It's President

ATTEST:

By: \_\_\_\_\_  
It's Secretary

**Deer Park Estates Homeowners Association**

**ARCHITECTURAL IMPROVEMENT APPLICATION FORM**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_

LOT NO. \_\_\_\_\_ TELEPHONE \_\_\_\_\_

NATURE OF IMPROVEMENT \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

COLOR \_\_\_\_\_ STYLE \_\_\_\_\_

LOCATION \_\_\_\_\_ DIMENSIONS \_\_\_\_\_

CONSTRUCTION MATERIALS \_\_\_\_\_

\_\_\_\_\_

SUPPLIER \_\_\_\_\_ APPROX. COST \_\_\_\_\_

PLANS AND SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS.

We, the undersigned, do hereby acknowledge that we understand the rule concerning the proposed improvement. We agree to abide by the rule set forth by the Board of Directors and will be solely liable for upkeep maintenance on this improvement.

DATE \_\_\_\_\_

SIGNED \_\_\_\_\_  
(homeowners)

**FOR OFFICE USE ONLY:**

APPROVED BY: \_\_\_\_\_

DATE APPLICATION REC'D.: \_\_\_\_\_

INSPECTED BY: \_\_\_\_\_

RECEIVED BY: \_\_\_\_\_

INSPECTED ON: \_\_\_\_\_

DISAPPROVED BY: \_\_\_\_\_

REASONS FOR DISAPPROVAL: \_\_\_\_\_

EXHIBIT B

RESIDENT INFORMATION

THE ASSOCIATION'S DECLARATION, WHICH HAS BEEN RECORDED AGAINST THE PROPERTY, PROVIDES THAT ALL PURCHASERS OF UNITS AND/OR THEIR TENANTS, UPON ACCEPTANCE OF A DEED, AGREE TO BE BOUND BY THE PROVISIONS OF THE DECLARATION, BY-LAWS, RULES AND REGULATIONS OF THE ASSOCIATION, INCLUDING RULES RELATED TO SUCH ITEMS AS PETS, PARKING, AND USES OF THE UNITS.

PLEASE PRINT OR TYPE - USE N/A IF NOT APPLICABLE.

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Names of Renter(s) as it will appear on lease. Please attach photocopy of lease

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Owner's address

---

Employer Employer Address

---

How long? Business Phone Position

---

If above is less than two years, previous Employer and Address

---

How long? Business Phone Position

---

Spouse's Employer Employer Address

---

How long? Business Phone Position

---

If above is less than two years, previous Employer and Address

---

How long? Business Phone Position

---

Home Phone (or notify us as soon as available) Emergency Phone Number

---

Child's Name Age Child's Name Age

Child's name

Age

Child's Name

Age

\_\_\_\_\_  
Names of other persons residing in unit

\_\_\_\_\_  
Any dogs or cats owned? If so, specify and give description

\_\_\_\_\_  
List make, model, color, and license plate of each vehicle you intend to park at the property. Indicate which, if any, are business, commercial, or recreational vehicles

\_\_\_\_\_  
same as above

\_\_\_\_\_  
same as above

I(WE), THE UNDERSIGNED TENANT(S), CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I(WE) FURTHER CERTIFY THAT I(WE) HAVE READ ALL THE INFORMATION CONTAINED IN THIS DOCUMENT, INCLUDING THE NOTICES CONCERNING MY(OUR) RIGHTS AND OBLIGATIONS.

\_\_\_\_\_  
Signature(s) of Tenant(s)

Date \_\_\_\_\_, 20\_\_

EXHIBIT C

RIDER TO LEASE

This Rider is added to the attached lease in accordance with the Rules and Regulations of Deer Park Estates Homeowners Association. By this Rider, the undersigned parties to said lease expressly acknowledge that every lease and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of Deer Park Estates Homeowners Association (the "Board"), shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

\_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal)  
Lessor (Landlord) Lessee (Tenant)

\_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal)  
Lessor (Landlord) Lessee (Tenant)

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

NOTE: A signed original of said lease and this Rider must be given to the aforesaid Board for its files in accordance with the Rules and Regulations of the Association.

=====  
Please complete the following for the Association's use only.

Lessor Information:

Tenant Information:

\_\_\_\_\_  
Emergency Phone - Home

\_\_\_\_\_  
Emergency Phone - Home

\_\_\_\_\_  
Emergency Phone - Work

\_\_\_\_\_  
Emergency Phone - Work

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State and Zip Code

EXHIBIT D

Deer Park Estates Homeowners Association

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE NOTE: A Violation Complaint must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed, it will be necessary for you to appear at a hearing. The violator will also be asked to attend this meeting. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's Name: \_\_\_\_\_

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

Violation Location: \_\_\_\_\_

Date of Violation: \_\_\_\_\_ Approx. Time: \_\_\_\_\_

VIOLATION(S): \_\_\_\_\_

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

Were any photographs taken? \_\_\_ Yes \_\_\_ No

If so, by whom: \_\_\_\_\_

Attach all photographs to this form or forward as soon as possible. Include photographer's name and date taken, and the name(s) of anyone else who was present.

Report submitted by: \_\_\_\_\_

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

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

**I have made the above statements based on my personal knowledge. I will cooperate with the Association and its attorneys to provide additional statements or affidavits, and, in the event of a hearing, I will appear to testify as a witness.**

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



EXHIBIT E

Deer Park Estates Homeowners Association

NOTICE OF VIOLATION

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

TO: Unit Owner \_\_\_\_\_

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

You are hereby notified, as the owner of Unit \_\_\_\_\_, that a Violation Complaint form has been filled out accusing you of violating the Association's Declaration, By-Laws, or Rules and Regulations regarding:

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

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

\_\_\_\_\_

The Board of Directors will review the violation(s) at our next regularly scheduled Board Meeting on \_\_\_\_\_, 20\_\_ at approximately \_\_\_\_\_ p.m.

You have a right to present a defense and evidence regarding this accusation. After hearing the case, the Board will determine if a violation occurred and if a fine should be levied.

Please be present at this meeting. The Board will proceed on the aforesated date with or without your presence.

Very truly yours,

Deer Park Estates Homeowners Association  
Board of Directors

EXHIBIT F

Deer Park Estates Homeowners Association

NOTICE OF DETERMINATION REGARDING VIOLATION

DATE: \_\_\_\_\_

TO: Unit Owner \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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:

- ( ) The Board has determined that no violation occurred.
- ( ) 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.
- ( ) Damages, expenses, and administrative charges in the total amount of \$\_\_\_\_\_ have occurred 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.
- ( ) As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

Very truly yours,

Deer Park Estates Homeowners Association  
Board of Directors