

DEER PARK PLACE  
RULES AND REGULATIONS

REVISED \_\_\_\_\_, 2018

## DEER PARK PLACE

### RULES AND REGULATIONS

Adopted this 06 day of december, 20~~0~~18 in accordance with the authority of the Board of Managers given under the Declaration of Covenants, Conditions, Easements and restrictions for Deer Park Place.

#### PREAMBLE

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

The Board's 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 Managers (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 Deer Park Place.

Unless the Board, through its managing agent, is notified of the rule infractions by the people that witness them, the Rules cannot be enforced. Each resident's cooperation and participation is encouraged.

Respectfully submitted,

Jerry Kryska

The Board of Directors of Deer Park Place

DEER PARK PLACE

RULES AND REGULATIONS  
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## **ARTICLE I - RULES**

### **1.01 General Rules**

All rules, regulations, restrictions and covenants contained in the Deer Park Place Declaration and By-Laws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth in these comprehensive rules and regulations. To the extent that the provisions of applicable law, the Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all unit owners, residents, their families, guests and tenants. Exceptions to the rules may be made only in writing, signed by the Board or its duly authorized agents, following a written request by a unit owner.

## **ARTICLE II - USE, ADMINISTRATION AND APPEARANCE OF THE PROPERTY**

### **2.01 Alterations**

- A. No alterations of any kind may be made to the exterior portions of any building, including roofs. Any alterations whatsoever which change the appearance of any building or common area must be submitted, in writing for the Board for written approval prior to any alterations being started. Any alterations within a dwelling which alters the structure in any way must also be approved by the Board prior to work being started, however, the Association is not responsible for any structural issues within a Dwelling.
- B. The Board has approved two front door and screen door models which may be installed. Prior to replacing the front door or screen door, written Board approval is required.

### **2.02 Antennas**

The operation of a "ham" or other amateur radio station or the erection of any communication antennae or similar device (other than simple mast antennae less than 2 feet tall located on a roof of a dwelling) shall not be allowed unless approved in writing by the Board.

### **2.03 Assessments**

- A. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1<sup>st</sup>) day of each month. Any payment which is received after the thirtieth (30<sup>th</sup>) day of the month shall be considered late. If said installment is not paid within thirty (30) days after the due date, the Board may, upon notice to such Owner of such delinquency, charge

interest at a rate not to exceed the statutory allowable rate on the unpaid balance, plus statutorily allowable administrative fees. All payments received will be applied to the payment of the oldest outstanding charges before being applied to any current charges.

- B. Unit owners who are 60 days delinquent in the payment of common expenses may be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once legal action has been commenced, all legal fees and costs will be assessed to the unit owner as required by the Declaration and By-Laws.

#### 2.04 Association Books

- A. As required by law, the books and records of the Association are available for the inspection by any unit owner during normal business hours, provided that reasonable advance written notice is provided to the Association through its the managing agent.

#### 2.05 Balconies and/or Patios

- A. Unit Owners shall keep balconies and patios clean, orderly and free from clutter.
- B. Balconies and patios may not be decorated, enclosed altered or the appearance changed in any way without the prior written consent of the Board.
- C. Balconies and patios may not be used for storage, other than for seasonal storage of barbecue grills, lawn chairs and other items usually associated with patios and balconies.
- D. Clothing, sheets, blankets, laundry and similar objects shall not be hung out or exposed on balconies or patios.
- E. Outdoor cooking on balconies and/or patios shall conform to local ordinances.

#### 2.06 Bicycles

Bicycles must be stored in Unit Owner's garages at all times.

#### 2.7 Board Meetings

Board meetings are open to all unit owners. The time and location of the Board Meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all unit owners.

## 2.08 Common Property

- A. Storage of any kind is expressly prohibited on or in any common property unless the area is expressly designated for such purpose.
- B. All toys, recreation equipment, bicycles and the like must be removed from common property when not in use.
- C. Any games or other activities which create a nuisance, damage any common property or disrupt the peace are prohibited on or in any portion of the common property.
- D. Owners may not enclose any portion of the common property with a fence or other boundaries.
- E. Any trees, shrubs or plantings to be installed on the common property must be approved by the Board, unless otherwise authorized herein.
- F. Owners are responsible for keeping the lawn areas immediately surrounding their respective units clean and free from debris.
- G. Signs are prohibited from the Common Property.
- H. Outdoor yard objects are limited to the rear of the property.
- I. Pets are restricted from the Common Property in the Center Circle by the Gazebo.

## 2.09 Cable/Satellite Television

- A. Any owner interested in installing a satellite dish one meter or less in diameter should notify the Board and obtain instructions for installation within seven (7) days from 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 and are prohibited from being installed on any portion of the roof.
- C. No more than one (1) antenna of each provider may be installed.
- D. All antennae and satellite dishes must conform to and be permitted by the provisions of the Deer Park Place Zoning Ordinance. Building permits must be obtained from the Village of Deer Park prior to the installation of any antennae or satellite dish.

- E. Notwithstanding any of the provisions of this paragraph, all satellite dishes must comply with all provisions of any federal and state regulations as they pertain to the installation and use of satellite dish receivers.

#### 2.10 Decorations

- A. Seasonal decorations should not be installed any earlier than thirty (30) days before and should be removed no later than forty-five (45) days after the date of the holiday.
- B. No decorations which create a safety hazard will be permitted.

#### 2.11 Emergency Unit Information

Unit Owners are required to provide a contact to the Board for emergencies.

#### 2.12 Garages

- A. Trucks, recreational vehicles, or trailers shall at all times be parked in the garage of a Dwelling. Recreational vehicles which are not garaged may not be parked on the property.
- B. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a Dwelling.
- C. Automobiles shall be garaged except where necessity dictates otherwise, and then shall be parked in a driveway on a temporary basis only (not exceeding 3 days in any given month).
- D. Except when entering and exiting the garages, garage doors must be kept closed both to present an attractive appearance to the Property, and, during cold weather, to prevent water pipes from freezing.

#### 2.13 Garbage and Trash

- A. All garbage must be placed in sealed containers or sealed plastic bags.
- B. Garbage containers are not allowed to be placed out for pickup before dusk on the day before pickup and should be retrieved as soon as possible after pickup.

#### 2.14 Maintenance Requests

- A. To report a maintenance issue, please contact the board using the following e-mail address: [deerparkplacehoa@gmail.com](mailto:deerparkplacehoa@gmail.com).
- B. The Board of Directors or its agents, upon reasonable notice thereof, or in the case of an emergency, without notice, shall have the right to enter any unit, including any of the



appurtenant limited common elements, when necessary in connection with any maintenance, repair or replacement for which the Board is responsible. Such entry shall be made with as little inconvenience to the owners as possible, and any damage caused thereby shall be repaired by the Board as a common expense.

- C. If an Owner requests, the Association to investigate the source of and to repair a water leak affecting the Owner's Unit, the Association may do so under, and the Owner agrees to, the following conditions: The Association agrees to investigate and perform the necessary maintenance, repair or replacement with the following understanding: If the problem arises from the common elements for which the Association is responsible to maintain, repair or replace, the cost of the investigation and common element repairs shall be borne by the Association. However, if the problem arises from the Unit or a portion of the property for which the Owner is responsible to maintain, repair or replace (or for which the Owner is responsible to reimburse the Association for such work), the Owner shall promptly (within 10 days of presentation of an invoice) reimburse the Association for the cost of the investigation and repair work, and the cost of the investigation and repair work (together with reasonable attorney's fees and costs) shall be a lien against the Owner's Unit and otherwise collectible from the Owner by the Association in the same manner as an assessment. The Association may, but shall not be required, to have the Owner sign and return a letter agreeing to the foregoing.

#### 2.15 Noise

Unreasonable noise from a dwelling may not permeate any other dwelling or the Common Property. The Board may initiate enforcement procedures if a complaint is received by owners of more than one Dwelling, or if the unreasonable noise can be heard in the Common Property.

#### 2.16 Patios

- A. Owners shall keep patios clean, orderly and free from clutter.
- B. Patios may not be decorated, enclosed or altered or the appearance changed in any way without the written consent of the Board.
- C. Patios may not be used for storage, other than for seasonal storage of barbecue grills, lawn chairs and other items usually associated with patios.
- D. Clothing, sheets, blankets, laundry and similar objects shall not be hung out or exposed on patios.
- E. Patios must not be used as pet runs.
- F. Barbecue grills are to be of the covered type and the use of electric starters is encouraged.

2.17 Security

Please report suspicious activity in the neighborhood to the Board and if necessary, the police.

2.18 Signs and Advertisement

- A. Advertising signs for business or commercial activities are prohibited everywhere on the property.
- B. No “FOR SALE”, “FOR RENT” or other signs, advertisement, or other displays or printed matter shall be maintained or permitted on any part of the property, nor shall any owner cause or permit any of the foregoing to be placed in the windows of a unit so as to be visible from the exterior of the building.

2.19 Water Usage

Residents shall abide by Chapter 52 of the Deer Park Municipal Ordinance regarding Potable Water Distribution Services.

**ARTICLE III - PETS**

3.01 Restrictions

No animals of any kind shall be raised, bred or kept on any unit except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No owner shall have more than two (2) dogs or two (2) cats or any combination thereof.

3.02 Leash Requirements

Pets must be leashed while outdoors or on any common property.

3.03 Unattended

NO pet may be left unattended outside of your unit at any time.

3.04 Necessary Care

Pets shall not be permitted to defecate on any common property. Pet owners **MUST** clean up after pets immediately if an accident occurs on common property.

### 3.05 Control

Pets shall be controlled so as not to create a nuisance, unreasonable disturbance, damage any common property or the property of any other resident anywhere on the property.

### 3.06 Responsibility

A unit owner, resident or guest is responsible for the actions of pets of anyone residing in or visiting his unit, and the costs of repairing any damage caused by a pet shall be assessed to the unit owner responsible as a common expense.

### 3.07 Registration

All dogs and cats owned by a unit owner or lessee must be registered with the Village of Deer Park. The Board or managing agent may request a copy of said registration.

### 3.08 Removal

Any pet causing or creating a nuisance or health hazard shall be permanently removed from the building within ten (10) days of written notice.

### 3.09 Damages

The owner of any dog, cat or any other pet that damages the common property in any way shall be assessed the cost of the repairs. If such assessment remains unpaid for thirty (30) days, a lien for payment thereof may be placed against the pet owner's account.

## **ARTICLE IV – VEHICLE REGULATIONS & PARKING**

### 4.1 General Rules

- A. Trucks, recreational vehicles, or trailers shall at all times be parked in the garage of a dwelling. Recreational vehicles which are not garaged may not be parked on the property.
- B. Repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a Dwelling.
- C. Automobiles shall be garaged except where necessity dictates otherwise and shall only be parked on the driveway on a temporary basis.

### 4.02 Enforcement

The provisions set forth herein are intended to supplement, but not replace the Policies and Procedures Regarding Enforcement, which are fully applicable to all violations under these vehicle Regulations.

- A. In the event of a violation of these Vehicle Rules, the Board or its duly authorized agents shall send a Notice of Violation to the Unit Owner if known, or shall affix a Parking Violation Notice to the Vehicle, preferably on the front window, or both. Any Parking Violation Notice which is affixed to the vehicle shall contain such information as the Board deems appropriate and shall be in a form similar to that which is attached hereto as Exhibit A. Any Parking violation Notice under these vehicle Regulations shall also be deemed a Notice of Violation under the Policies and Procedures Regarding Enforcement, and vice-versa, regardless of which type of notice is sent to the Unit Owner.

Any failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being charged to the Unit Owner as set forth in the Policies and Procedures Regarding Enforcement.

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

#### 4.3 Notices and Authorizations to Tow

The Board shall have authority to tow vehicles which are parked in violation of these rules under the following circumstances:

- A. When a vehicle has been abandoned, and a notice (sticker) of such violation was affixed to the vehicle at least seven (7) continuous days earlier, the vehicle may be towed without further notice to the vehicle owner.
- B. When a vehicle is parked in a fire/emergency lane, is parked in such a manner as to interfere with ingress and egress of other vehicles, is parked in another Unit Owner's assigned parking space, or is parked in a manner which presents an immediate danger to

the Property or to the health, safety and welfare of any person thereon, the vehicle may be towed immediately without prior notice to the vehicle owner.

- C. During or after any snow fall where a vehicle is parked on the Property in such a manner as to interfere with the plowing or removal of snow, the vehicle shall be deemed to be interfering with ingress and egress of vehicles for emergency purposes and may be towed immediately without notice to the vehicle owner.
- D. Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred shall be the responsibility of the vehicle owner. In the event the vehicle owner is a Unit Owner, his or her Tenant or the guest of either Owner or Tenant, the costs and expenses may be charged to the Unit Owner as a part of his share of the Common Expense.
- E. After receiving Notice of a Violation or when a Parking Violation Notice has been affixed to an owner's vehicle, the Unit Owner must follow the procedures set forth in the Policies and Procedures Regarding Enforcement, or the violation will be deemed admitted.

#### 4.4 Guest Parking

Guest Parking Spaces are on a first come first serve basis. In the event a Guest intends to use a Guest Parking Space for over a 24 hour period, the Unit Owner must contact the Board with the name, vehicle type color and plate number of the vehicle. The Board's e-mail is [deerparkplacehoa@gmail.com](mailto:deerparkplacehoa@gmail.com). Unit Owners may use Guest Parking Spaces occasionally, however, must contact the Board with the same information in the event they wish to use the Guest Parking Space for over a 24 hour period.

### **ARTICLE V - SALE AND TRANSFER OF OWNERSHIP**

#### 5.01 Provisions

In the event of any resale of a unit by an owner other than the Declarant such owner shall obtain from the Board and shall make available for inspection to the prospective purchaser, upon demand the following along with any documentation as indicated in Section 22.1 of the Illinois Common Interest Community Act:

- A copy of the Declaration, By-Laws and any rules and regulations.
- A statement of any liens, assessments due or other charges due and owing.
- A statement of any capital expenditures anticipated by the Association within the current or succeeding two fiscal years.
- A statement of the status and amount of any reserve or replacement fund or any portion of such fund earmarked for any specified project by the Board.
- A copy of the statement of financial condition of the Association for the last fiscal year for which such statement is available.
- A statement of the status of any pending suits or judgments in which the Association is a party.

- A statement setting forth the insurance coverage that is provided for all Owners by the Association.

#### 5.02 Statement of Account

Upon request, the Association shall provide any Unit Owner, upon ten (10) days' notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. In accordance with the statute, the Association may charge a reasonable fee for this service.

#### 5.03 Notification Requirements.

Residents are required to notify the Board of their intent to sell at least 30 days prior to the date of sale of their Unit.

### **ARTICLE VI - LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS**

#### 6.01 Non-Resident Owners

All Owners who do not reside in a Dwelling owned by them shall provide the Board and/or the managing agent with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a common expense.

#### 6.02 Lease Restrictions

No unit owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes.

#### 6.03 Provisions of Declaration, etc.

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 Deer Park Place.

#### 6.04 Lease Documents

Every Owner shall deliver a copy of the signed lease to the Board within ten days after it is executed and prior to occupancy. Every owner shall also supply a certificate of insurance; tenant's contact information; and vehicle information to the Board prior to the tenant's occupancy.

#### 6.05 Document Copies

Each unit owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws and the Rules and Regulations. In addition, the Association shall be given both a signed copy of the lease and rider to 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 assessed to the unit owner responsible as a common expense.

#### 6.06 Violations

If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the board, in its discretion, shall determine what action or actions should be taken 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 as are necessary to terminate the lease.

#### 6.07 Expenses

All expenses of the Board in connection with any violations under these rules shall be assessed to the account of the unit owner responsible as a common expense.

#### 6.08 Renewal or New Leases

Provisions herein which relate to the execution of new leases shall become effective thirty (30) days prior to the expiration of any lease which is currently in effect.

#### 6.09 Non-Compliance

The Board reserves the right to prohibit a tenant from occupying a unit until the owner complies with all leasing requirements. The Board reserves the right to initiate legal proceedings against the tenant and/or the owner for breach of any of the rules.

### **ARTICLE VII - MOVE-IN AND MOVE-OUT POLICY**

Whenever any Owner or tenant is moving either into a dwelling or out of a dwelling, the Board and/or the managing agent must be notified at least seven (7) days prior to said move. A one hundred fifty dollar (\$150.00) fee will be assessed.

### **ARTICLE VIII - VIOLATIONS AND FINES POLICY**

#### 8.01 General

- A. If someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, 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 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, they will have the opportunity to defend themselves. 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 of Directors, for disposition at its next regularly scheduled meeting.

- C. If any resident is found guilty of a violation, the Board or managing agent 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 and collected with the monthly assessments.
- D. There will be a \$250.00 fine for each violation. In the event the violation is a continuing violation, a daily fine of \$250.00 will be assessed against the Owner.
- E. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Deer Park Place, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner at the time they are incurred.

#### 8.06 Damages

In the event any conduct of an owner, family member, resident or guest has resulted in damage to any common property, the owner will be given one (1) notice of violation to correct the damage. If the damage has not been corrected within fourteen (14) days, the Association will proceed to have the damage corrected, and the unit owner will be assessed for the full cost of labor and materials required.

#### 8.07 Failure to Pay Charges

Any unit owner failing to pay any other charges imposed within thirty (30) days of notification that such charges are due, shall be subject to all of the legal or equitable remedies available for collection. All charges imposed shall be added to the owner's account and shall be collectible as a common expense in the same manner as any regular or special assessment against the unit.

#### 8.08 Other Remedies

These remedies are not exclusive, and the Board may in addition, take such other action provided at law, in equity, or in the Declaration and By-Laws to prevent, abate or eliminate violations of the Rules and Regulations of the Association.



EXHIBIT A

PARKING VIOLATION NOTICE

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

This vehicle is parked in violation of the Rules and Regulations of \_\_\_\_\_ Association for the following reason(s):

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

This is your (Circle One): First Second \_\_\_\_\_ violation of the Association Vehicle Rules. UPON A THIRD OR SUBSEQUENT VIOLATION, YOUR VEHICLE MAY BE TOWED WITHOUT NOTICE TO YOU.

**THE BOARD MAY LEVY A FINE AFTER PROVIDING YOU THIS NOTICE AND AN OPPORTUNITY FOR A HEARING. [YOU MAY REQUEST A HEARING BY SIGNING, DATING AND RETURNING THE ATTACHED REQUEST FOR A HEARING FORM WITHIN \_\_\_\_\_ ( ) DAYS TO THE ASSOCIATION AT THE ADDRESS BELOW.**

UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN \_\_\_\_\_ ( ) DAYS OR FAIL TO APPEAR AT A HEARING ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT.]

[OR, The hearing on this matter is set for \_\_\_\_\_, 20\_\_ at \_\_:00 p.m. at \_\_\_\_\_, \_\_\_\_\_, IL. You may request a continuance of this hearing date for good cause by making a written request to the Board within \_\_\_\_ ( ) days of the date of this notice.]

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

\_\_\_\_\_  
Signature of Authorized Agent

EXHIBIT B

RECORD OF VEHICLE VIOLATION

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

Vehicle Information:

Vehicle Identification Number: \_\_\_\_\_

License Plate: \_\_\_\_\_

Municipality & Sticker No. \_\_\_\_\_

Association Parking Sticker No. (Optional) \_\_\_\_\_

Make of Car: \_\_\_\_\_

Model: \_\_\_\_\_

Color: \_\_\_\_\_

Where Parked: \_\_\_\_\_

Owner's Name, Address, or Unit No., if known: \_\_\_\_\_

\_\_\_\_\_

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

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

Type of Violation:

Completed by: \_\_\_\_\_

Signature

\_\_\_\_\_  
NAME (PRINTED)