

## **RULES AND REGULATIONS**

### **MISSION CREEK CONDOMINIUM ASSOCIATION**

#### **PREAMBLE**

These Rules and Regulations have been adopted with the intent of providing the residents of Mission Creek Condominium Association with a practical plan for day-to-day living at Mission Creek. They are 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 provide the residents with specific information that will be reviewed on an on-going basis by the Board of Directors. It is not a Police Department; and, in order to have effective rules and regulations, it requires the cooperation of all of the residents and owners. Board members are owners and are subject to all Rules and Regulations and Assessments.

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

Respectfully submitted,

The 2014 Board of Directors of  
Mission Creek Condominium Association

MISSION CREEK CONDOMINIUM ASSOCIATION

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SECTION I  
THE ASSOCIATION

A. ADMINISTRATION

The Association is governed by its duly elected Board of directors, elected at large by the voting members of the Association at the annual meeting.

B. ANNUAL MEETING

1. Each year, the Association shall send out written notice with a tentative budget at least thirty (30) days in advance, to each Owner of the date, time, and place of the annual meeting of Owners
2. The purpose of the meeting is to elect the Directors to the Board and to review the budget.
3. Each Owner will have a vote equal to the percentage of ownership that unit has in the common elements, provided their financial account is paid-in-full. The total of all units' percentage of ownership added together equals 100%.

C. BOARD MEETINGS

1. All regular and special meetings of the Board are open to all members (owners of units) of the Association, per scheduled dates.
2. The Board may hold a closed executive meeting from time to time to discuss litigation, employees, contractors, and disciplinary proceedings.
3. Owners have a right to be present at all open meetings, however, they do not have a right to participate. Some time is set aside for homeowner questions during the meeting and that is limited to five (5) minutes per owner. Once the meeting commences, the audience should refrain from comment.
4. The Board members are the elected representatives and are required to act in a manner that is in the best interest of all of the members of the Association.

D. OFFICERS

After each annual Meeting, the Board will elect its officers from the Directors. Officers are President, Vice President, Secretary, Treasurer, and Director at Large.

E. MEMBER

1. All Unit Owners are members of the Association.
2. Members in good standing are current on all monies owed, have no violations and are not repeat offenders of monies owed or violations.

SECTION II  
ASSESSMENTS

A. GENERAL PROVISIONS

1. On the 1<sup>st</sup> day of each month, each Owner shall be required to pay their monthly assessment.
2. Assessments for each month are based on each unit's percentage of ownership in the common elements divided into the total budget and divided by one-twelfth (1/12) of the total amount due for the year.

B. DELINQUENT ASSESSMENTS

1. Assessments not received by the 15<sup>th</sup> day of the month will be assessed a \$25.00 late fee for each late payment.
2. Assessments not paid by the 15<sup>th</sup> day of the month are delinquent. The manager will then send out a late notice.
3. Once an Owner has more than two hundred dollars (\$200.00) in outstanding unpaid balances, the matter may be referred to the Association's attorney for collection.
  - a. The attorney can do the following:
    - 1) Sue to obtain a judgment
    - 2) Record a lien
    - 3) Foreclose on the unit
    - 4) Evict the occupants
  - b. All court costs, late fees, attorney's fees, etc., will be assessed back to the delinquent Owner.

C. HARDSHIPS

1. If an Owner is experiencing financial problems, for any reason, they should immediately notify the Management Company.
2. Financial hardship will be considered by the Board for a payment plan.

D. USE

Assessments are used for paying insurance, maintenance, and 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. PREPARATION

In the final quarter of each calendar year, the Board will review all relevant financial information in order to prepare and adopt the following year's budget.

B. IMPLEMENTATION

At the Annual Meeting of each year, the Board will implement the new budget for the coming year. Each Owner will get a copy of the budget at least thirty (30) days prior to the Annual Meeting.

C. FUNDING

After the budget has been adopted and in the event the Association runs short of adequate operating capital, the Board may:

1. Adopt a supplemental budget
2. Set the assessments at a new level.
3. The Board may also levy a special assessment and/or secure financing in the event of a major repair program where it has inadequate operating capital and/or reserves.

D. RESERVES

Each year the Board must also contemplate establishing a reasonable reserve for contingencies and a program for long-term preventative maintenance and replacement.

SECTION IV  
ARCHITECTURAL CONTROL

A. GENERAL PROVISIONS

One of the primary responsibilities of a condominium association is to maintain control over aesthetics and appearance of the property.

B. STANDARDS

The Board, or its duly authorized committee, shall maintain uniform and standardized specifications for all architectural additions, changes, improvements, and repairs; and the Board may install same and bill-back to the Owner, plus 2% penalty for any late payment; and payment of professional fees, including but not limited to attorneys' fees and court costs incurred by the Association. The form attached to these rules must be filed prior to commencement of any exterior work. (Exhibit A).

C. COMMON ELEMENTS

The Board is responsible for maintaining the "common elements" of the Association. As defined in the Maintenance Responsibility list, this includes all portions of the property with the exception of the individual units, which are to be maintained by the Owners, (Exhibit F).

D. LIMITED COMMON ELEMENTS

Certain parts of the common elements, which are utilized only by one Owner, are known as "limited common elements". Maintenance and repair of these areas is the responsibility of the Owner using them, although the Board retains the right to dictate the manner in which those areas are to be maintained. All proposals affecting any change in appearance need Board approval prior to installation to maintain uniformity. Certificate of insurance is required. The primary limited common elements, and the guidelines for their construction and appearance are as follows:

1. Garage doors – when replaced, new garage doors must be of like, similar material and the same color.
2. Exterior Doors, Patio Doors, Windows, Concrete air conditioner Pads, Stoops and Patios are the responsibility of the unit owner. All proposals effecting any change in appearance need board approval prior to installation to maintain uniformity. Certificate of Insurance is required. (See Exhibit 'A').
3. **Roofs - are the sole responsibility of all unit owners in each set of grouped units. A professional installer that is both insured and bonded must do all work. The Board selects/approves the color and type of all roofing materials.**
4. Damage to interior of unit due to ice damming on the roof is the responsibility of unit owner.
5. **Satellite Dishes**
  - a. **When installed each owner must submit an Architectural Control form and schematic/drawing to the Board for its written consent prior to installing the dish and the wiring. (See Exhibit "A")**

- b. Satellite dishes may ONLY be installed on the roof of the Town homes and Condominiums.
- c. Satellite dishes may ONLY be installed on the balconies and patios of the Apartment buildings.
- d. Satellite dish must be installed in a safe and proper manner showing a good appearance.
- e. Satellite dish must be one meter in diameter or less and of neutral color.

E. ARCHITECTURAL ALTERATION PROCEDURES

- 1. If an Owner desires to alter or build on part of the common elements or the limited common elements, an "Exterior Alteration Form" (Exhibit A) must be filled out and submitted to the Board.
- 2. Within 30 days after the Board meeting, subsequent to the submittal of the Exterior Alteration Form, the Board 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 for specific reasons, Owner may resubmit an application form including changes, modifications, or additional improvement.
- 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, Owner shall be afforded a right to a hearing, to be represented by counsel and to submit evidence in defense of the application.
  - b. The Board shall then notify Owner of its decision in writing within thirty (30) days of the meeting.
  - c. All decisions of the Board of Directors pertaining to appeals of applications for improvement shall be final.
- 6. In the event of Board approval, owner shall commence construction in strict conformity with the approved guidelines as soon as possible, weather permitting. **A VILLAGE OF PALATINE BUILDING PERMIT MUST BE DISPLAYED IN THE WORK AREA AT ALL TIMES DURING CONSTRUCTION.**

7. During construction of an improvement, the Owner shall indemnify and hold harmless the Board, Association, its agent, and other Owners from any and all claims resulting from improvement and its construction.
8. The Owner is solely responsible for the repair, maintenance, and restoration of his 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 in writing.
  - b. Owner shall bring the improvement into compliance within thirty (30) days of the date of the notice.
  - c. Failure of Owner to remedy the defects may result in the Board undertaking the repairs at Owner's expense.
  - d. Any and all expenses incurred by the Board in making repairs shall be charged to the Owner.
9. In the event owner constructs an improvement that is unauthorized, unapproved, or substantially different from that which was approved, the Board may, at its discretion, dismantle and remove it or utilize any and all of the remedies available at law or in equity.
10. Upon transference of ownership of his/her unit, owner shall inform his successor of the existence of this agreement.

F. RESTRICTIVE COVENANTS

The units and Common Elements shall be occupied and used as follows:

1. No part of the Property shall be used for anything other than housing and related purposes.
2. Each Owner shall be obligated to decorate, maintain, keep in good order, and repair his own Unit
3. Nothing shall be done or kept in any Unit/Garage or in the common Element, which will increase the rate of insurance on the building or content or cause cancellation of Association insurance policies.
4. Each Owner shall be responsible for insuring his personal property, additions, and improvements in his own Unit, his personal property (automobiles) on the Property and his own personal liability.

5. Owners are not permitted to place anything on the outside walls of the building and no sign, awning, canopy, shutter, radio, shall be placed upon the exterior walls or on the roof. Unit Owners are not allowed to install their satellite dishes anywhere except with the permission of the Association's Board (See Pages 8 & 9).
6. Window and glass door coverings shall consist of properly maintained blinds/curtains/drapes. No sheets, blankets, newspapers, etc. are permitted. Homeowner has twenty-one (21) days from move-in date to comply.
7. The Unit Owner must repair broken windows and screens immediately. It is the Unit Owner's responsibility to have all screens and window in working order. Popped out screens, or portions thereof, are not permitted. Badly fogged windows must be replaced.
8. No offensive activity or nuisance shall be carried on in any Unit or in the Common Elements.
9. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials.
10. All bicycles, vehicles, toys, tables, chairs shall be removed from the Common Elements by sunset. Patio areas may be used only for their intended purpose.
11. No wheeled vehicles (cars, bicycles, strollers, etc..) are permitted to be ridden on grassy areas throughout the complex.
12. Drinking of alcoholic beverages is not permitted on the common elements
13. Each unit owner is responsible for any damage to Common areas caused by themselves, their residents, their guests, their pets, or persons engaged by them to perform services. All costs of repair or replacement, along with professional fees, including but not limited to attorney's fees and court costs, incurred, if appropriate, will be billed to the unit owner and payment will be required within thirty (30) days of mailing of notice by the Management Company.
14. Nothing shall be done in any unit or on the Common Elements, which may impair the structural integrity of the building or which could structurally change the building.
15. Nothing shall be done in or kept in any unit or on the Common elements, which would increase the rate of insurance on the building or the contents thereof.
16. Residents should not permit anything to be done in or kept in their respective units which will result in the cancellation of insurance on the building or the contents therein.

17. No industry, business, trade, occupation or profession of any kind shall be conducted in any Unit/Garage. This shall not restrict the maintenance of professional records or the handling of written correspondence or telephone communications.
18. No "For Sale" or "For Rent" signs, advertising, or other displays shall be maintained or permitted on any part of the property except as shall be determined by the Board. Upon written approval by the Property Manager, Open House signs may be erected on Saturdays and Sundays.
19. Nothing shall be altered, constructed in or removed from the Common Elements, except upon the written consent of the Board.
20. No feeding of wild animals or birds is permitted.
21. Balconies/Patios –
  - Balconies/Patios are to be kept neat and clean, free of clutter and not to be used as storage areas including but not limited to tools, cleaning supplies, gardening supplies, exercise equipment, bicycles, shoes, boots or toys.
  - a. Balconies/Patios may not be enclosed or altered in any way, without the prior written consent of the Board.
  - b. The following items ONLY are permitted on balconies/patios: appropriate lawn or porch furniture, appropriate flower pots.
  - d. **NOTHING SHALL BE AFFIXED** to the balcony/patio walls, ceiling, floor, and railing or to the exterior of the building.
  - e. Dust mops, rugs, etc., shall not be shaken from, nor water or other refuse be disposed of from patios or balconies. No objects of any kind are to be thrown from balconies or patios at anytime.
  - f. Ingress or egress to and from units by means of climbing over balcony/patio railing is strictly prohibited.
  - g. If any damage or discoloration to the bricks or outside premises (common elements) in or around the balconies/patios occurs due to the negligence of the unit occupants, the unit owner shall pay the cost of repair.
  - h. Carpeting on the balconies/patios is not permitted.
  - i. Drying or airing of clothing, carpeting or laundry, or hanging of clotheslines is not permitted on balconies/patios; nor are railings to be used for this purpose.

- j. Railings and light fixtures must be in proper working order and the original color must be retained.

## SECTION V NOISE

While the buildings are to a degree soundproof, noise travels through the unit doors and walls into the other units.

- A. Unreasonable noise or disturbance is not permitted at any time. This includes excessive noise on balconies, patios and common areas. If this occurs, call the Palatine Police – 911, then call the Management company so your complaint can be lodged with the Board of Directors for enforcement

## SECTION VI OFFENSIVE OR ILLEGAL ACTIVITIES

No obnoxious, offensive or illegal activities shall be carried on in the complex property and nothing shall be done in the complex property, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents of the dwelling units.

## SECTION VII PARKING

### A. COMMON GROUND PARKING GUIDELINES

The parking rules and regulations for the Association are designed to promote the safety and security of the residents and to maintain the appearance of the property to the highest standards. These regulations cover vehicle registrations, permitted vehicles, permanent parking, and enforcement procedures. The Board sincerely requests your cooperation in adhering to these policies and regulations.

### B. DRIVING WITHIN MISSION CREEK

1. When entering or leaving Mission Creek, use extreme caution.
2. Speed on private streets and cul-de-sacs is limited to 15 miles an hour.
3. Standard rules of the road should apply at all times.
4. All motor vehicles must be properly licensed and all drivers must have valid driver's licenses. This is applicable to the operation of any motor driven vehicle.

### C. PARKING

The cooperation of all Owners, Tenants and Visitors of either is required to control parking. Certain basic guidelines apply:

1. (a) There are no assigned parking spaces within the complex with the exception of the town home Owner's driveway in front of their garage. **And the end units (286, 296, 300, 312, 316, 322, 350, 358, 362, 374, 378,390) which have the first two spaces next to their unit. These spaces are limited to the Unit Owner's usage only.** No other vehicle is allowed to park in these spaces or block the drive. The vehicle will immediately be towed at the owner's expense.
- (b) There are no assigned parking spaces within the complex with the exception of the spaces reserved in the parking lots directly behind the building units of 367-375 (8 spaces) and 377-385 (6 spaces). These parking lots/spaces are reserved for use by the owners/tenants of these buildings. Only condominium and town home owner parking is permitted in these reserved areas.
2. No vehicle shall be parked, maintained or stored so as to obstruct passage of other vehicles on Association streets, fire lanes, parking areas, sidewalks, dumpster areas or pedestrian traffic.
3. No street parking will be allowed between the hours of 7 am – 6 pm daily.
4. No parking is permitted on either side of the street from the entrance of the community to the first drive after the stop sign (in the community). There is no street parking on the north/east side (condo/townhouse) along the entire length of the road. This should help clear some of the congestion on the road. No parking is permitted within 'No Parking' designated zones and 'Fire Lanes'. Any vehicle parked within the above said restricted zones may be removed without notice to the vehicle's owner and at the expense of the vehicle owner.
5. No vehicles may be backed into a space when parking. The back license plate must be visible at all time.
6. Residents of the apartments/townhouses/condos should park in lots adjacent to their units.
  - a. **Apartments** - Tenants of the apartments are allotted parking spaces anywhere in the parking lot adjacent to their building address.
  - b. **Condominiums** – Owners/Tenants are allotted space in the parking lot adjacent to their building address, not used by or reserved for another unit in the building.
  - c. **Townhomes with Garage** – Owners/Tenants are allotted space inside the units' garage and the space in the driveway of the unit.
  - d. **Townhomes without Garage** – Owners/Tenants are allotted 2 spaces closest to the units' entrance door, unless the adjacent parking lot does not accommodate for this.

7. All vehicles are restricted to the streets and parking spaces of the Association, unless specifically authorized by the Board and/or its agents, and then, only for the association purposes. There shall be no parking or routes of passage across any other portions of the Common Elements, including all turf areas, sidewalks and fire lanes.
8. Vehicle repairs are not to be done anywhere on the Mission Creek property. This includes oil changes, antifreeze changes, or brake repairs. Vehicles found in violation will be subject to immediate tow, without notice, at the Board's discretion.
9. No vehicle may be covered while on the property. Car covers, tarps or any other material is prohibited on vehicles parked in Mission Creek.
10. At no time may dumpster areas, fire hydrants, or sidewalks be blocked. **Vehicles will be towed immediately at the owner's expense.**
11. Garage doors should not be left open and unattended. Open garage doors not only leave much to be desired aesthetically, but can also be an invitation to thieves and small animals.

#### D. PERMITTED VEHICLES

1. Passenger type automobiles having no more than four (4) doors (excluding hatch or rear entry door).
  - \* Shall have no more than four (4) wheels
  - \* Shall have a curb weight of no more than six thousand (6,000) pounds
  - \* Shall be no more than twenty (20) feet in length
  - \* Shall have an overall width of less than seven (7) feet
  - \* Shall fit into a unit parking space
  - \* Shall not impede entry and exit of other vehicles when parked in the unit parking space or on the street
2. Motorbikes and motorcycles that are registered and licensed to be ridden on Illinois roads and highways.
3. Vehicles with current Owner registration information on file with the Association. Those vehicles found on property without current information on file will be subject to fines and/or immediate tow, at the Board's discretion.

#### E. NON-PERMITTED VEHICLES

1. All vehicles regularly used for commercial purposes (except as provided in Section F below) including but not limited to cars, vans, pick-up trucks, recreational vehicles, limousines, hearses or any such vehicle with lettering and/or carrying commercial equipment including but not limited to ladders, hoses, lights, cones, lawn maintenance equipment or tanks.

2. All vehicles other than those defined in Section D. above as permitted vehicles including but not limited to boats, trailers, campers, oversized vehicles of any kind and any vehicle without current state license plates and appropriate municipal vehicle sticker.

F. EMERGENCY VEHICLES - PERMITTED

The following are considered to be emergency vehicles when being utilized for their normally understood and accepted purposes:

1. Ambulances
2. Fire Department vehicles of any type
3. Police Department vehicles of any type
4. Hospital vehicles of any type
5. Motor vehicles when being utilized for emergency purposes for the health, safety and welfare of the residents and their guests.
6. **Any commercial vehicle providing service at the Association while so employed.**

G. ABANDONED VEHICLES – NOT PERMITTED

A vehicle shall be considered abandoned if:

1. It is in a state of disrepair rendering it incapable of being driven in its present condition including flat tire(s), broken windows or major damage.

It has not been used or moved for seven (7) consecutive days or more. If you will be out of town longer than 7 days, please contact the management company.

H. NOTICES AND AUTHORIZATION TO TOW

1. The Board, or its duly authorized agent, shall notify the appropriate companies or individuals to remove vehicles at owner's expense.
2. The Board may enter into an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these rules.

I. FINES

1. In accordance with the Mission Creek Condominium Association's Parking Rules, The Board, at its discretion, may levy fines and/or tow a vehicle for any violation of these rules.
2. Vehicles not in compliance with the rules and regulation may be immediately fined and towed.

3. **First time violation:** A 24 hour warning sticker will be placed on the vehicle and dated with a noted violation. If the vehicle remains in violation after the warning period expires, it will be towed without further notice, at the Owners expense. In addition to any towing and/or storage fees due to the towing company, a \$100 fine will be assessed by the Association to the Owner.
3. **Second violations:** If the same vehicle is towed for a second time, there will be an additional fine of \$150 assessed by the Association to the Owner, in addition to any towing and/or storage fees due to the towing company.
4. **Third and subsequent violations:** If the same vehicle is towed for a third time, there will be an additional fine of \$200 assessed by the Association to the Owner, in addition to any towing and/or storage fees due to the towing company.
5. Any Owner of a vehicle in violation of the parking rules will be responsible for all fines assessed by the Association, as well as all towing and storage costs.

## SECTION VIII INSURANCE

### A. MANDATORY UNIT OWNER COVERAGE

In accordance with Section 12(h) of the Illinois condominium Property Act, each Unit owner shall obtain and maintain liability insurance covering their personal liability and compensatory damages to another unit or units caused by the acts or negligence of the Unit owner, or the Owner's guests, residents, or invitees, or regardless of any negligence originating from the unit. The personal liability of the Unit Owner shall include the deductible of the unit owner or owners whose unit was damaged, any damage not covered by insurance of the Association, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings. The amount of the insurance will vary per unit. If the unit Owner does not purchase or produce evidence of insurance as required by these Rules and Regulations, the Board of Directors may purchase the insurance coverage and charge the premium back to the Unit Owner. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained. Every Unit owner shall provide the Association with a copy of their insurance policy or a signed and dated Certificate of Insurance identifying all coverage, riders and coverage amounts, and confirming that the Unit Owner has obtained and maintains the liability insurance required by these Rules and Regulations. This information must be provided immediately upon the adoption of these Rules and Regulations and must be provided each year within ten (10) days after issuance or renewal of the policy. Each Owners Policy shall prohibit cancellation without notice to the Association.

B. DEDUCTIBLES

In accordance with Section 12)c) of the Illinois Condominium Property Act, the Board of Directors may, in the case of a claim for damage to a Unit or the Common Elements paid by Association insurance, (a) pay the deductible amount as a common expense, (b) after notice and an opportunity for a hearing, assess the deductible amount against the Unit owners who caused the damage or from whose Units the damage or cause of loss originated, or (c) require the Unit Owners of the Units affected to pay the deductible amount.

C. PERSONAL PROPERTY AND UNIT CONTENTS

Each unit Owner shall be individually responsible for insuring, at their own expense, their personal property in their respective unit, including, but not limited to, fixtures, appliances, equipment, contents, decorating, additions, improvements and betterments to the Unit, or Unit's limited common elements for which the Unit or Unit Owner is responsible, and all other items not covered by the Association insurance provisions so that Unit Owners have and maintain the insurance required, in their name as owner. Each Owner is responsible for insuring any of their personal property.

SECTION IX  
LEASES

Any Owner may lease his unit subject to the following:

- A. All Owners who do not permanently reside in the unit owned by them shall provide the Board with a permanent residence address and phone numbers (both home and work) where they may be reached in an emergency. Any expense incurred by the board due to an owner who fails to provide such information shall be assessed to that Owner's assessment account. Unless otherwise provided by law, any 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 Board shall not be liable for any loss, damage, injury, or prejudice to the rights of said owner caused by any delays in receiving notice.

- B. Every lease shall be in writing and shall be subject in all respects of the Rules and Regulations of the Association. If a tenant violates the documents or rules and regulations, it is the Owner that will be held responsible.
- C. Each Unit owner shall be responsible for providing his or her lessee(s) with copies of the Rules and Regulation of the Association. In Addition, the Association shall be given both a signed original and rider to every lease of any Unit on the Property prior to the effective date of the lease. Any expenses incurred by the Association in obtaining these document or the information contained therein shall be charged to the Unit Owner.
- D. No Unit Owner may lease less than the entire Unit, nor may the Unit be leased or licensed for transient or hotel purposes. There shall be no temporary occupancy of a Unit or occupancy by individuals who are not listed and identified on a Unit Lease Rider and Information Sheet (Exhibit D & E). Every lease must be for a period of at least twelve (12) months, unless the board of Directors consents in writing to the contrary.

SECTION X  
POOL

A. PERSONS ENTITLED TO USE OF FACILITIES

- 1. Residents in good standing - A resident in good standing is defined as a Unit Owner/occupant who is not delinquent in his/her monthly assessments. Delinquent is defined as being in arrears more than 30 days.
- 2. Guests – A guest is defined as someone whose legal address is other than Mission Creek and is accompanied by an adult unit resident.
- 3. Unit Owners/occupants are limited to two (2)) guests per day, with the right of the lifeguard and/or Association to limit the number of guests at any time. All Unit Owners/occupants are required to sign in their guests at the pool. Anyone who violates the rules or behaves objectionably will be asked to leave and will not be allowed to be a guest again until specifically approved by the lifeguard and/or Association. A Unit Owner/occupant is not permitted to be the guest of another Unit Owner/occupant.

B. REGULATIONS OF CONDUCT

The lifeguard may regulate the conduct of any person in the pool facility and shall have the authority to request any person to leave the pool facility due to any infraction of any pool rule or regulation, failure to obey an order from the lifeguard, or due to any conduct, which the lifeguard deems objectionable. In the event that any person is requested to leave, the lifeguard will file a report with the managing agent giving the details and circumstances and contact the proper authorities if necessary.

C. SUSPENSION

Suspension shall be the removal of the pool tag for the duration of the suspension. In the event any person is requested to leave due to any violation of existing rules, the first offense shall automatically be a suspension for a 24-hour period. The second offense shall automatically be a suspension for a three (3) day period. Any violations thereafter shall be brought to the attention of the Board of Directors to determine the length of the suspension.

D. SMOKING

Smoking will not be permitted in the pool area or pool house by anyone.

E. PETS

Under no circumstances will pets be allowed inside the pool area or pool house.

F. CHILDREN

1. Babies and children who are not toilet trained must wear a "Swimmers" diaper i.e. Huggies' Little Swimmers. No other disposable diapers are permitted. Strollers and buggies are not permitted in the pool area.
2. Children under the age of twelve (12) years must be accompanied by a parent or guardian at all times.
3. Children 15 years of age or under (both owner/occupants and guests) must pass a swim test given by the lifeguard before they may be permitted in the deep end of the pool. Parents will be held responsible for the conduct of their children and, if suspended, Board approval will be required for reinstatement.

G. GENERAL POOL RULES

1. Owners/occupants, guests, and lifeguards will be attired in proper beachwear at all times. No cut-offs will be allowed in the pool.
2. All owners/occupants are required to show their pool tag and register their guests with the lifeguard upon entering the pool area.
3. All persons are required to take a shower before entering the pool.
4. Persons using suntan preparations or other greasy substances on their skin or hair must take a hot shower and remove these materials before entering the pool.
5. Bathers who leave the pool area for any reason are required to shower before

returning to the pool.

6. Persons having any skin disease, sore or inflamed eyes, colds, nasal or ear discharge, or any communicable diseases, open sores, or bandages of any kind cannot be admitted.
7. Urinating, spitting, spouting water, blowing nose, or otherwise introducing contaminants into the pool is strictly prohibited.
8. Street shoes will not be permitted in the pool area.
9. Personal conduct in the pool and bathhouse must be such that the safety of self and others is not jeopardized. Profanity, rowdiness, or roughhousing will not be permitted.
10. The use of kick board, tubes, balls, or other types of flotation devices is strictly prohibited, except for safety aids for children. The use of any Styrofoam device is not allowed.
11. No running in the pool area. Diving into the pool is strictly prohibited.
12. No alcoholic beverages are allowed. No glass containers or food will be permitted in the pool area.
13. A 10-minute safety break may be called hourly, at the discretion of the lifeguard.
14. The pool will be closed when the air temperature drops below 70 degrees.
15. On rainy days the pool will be closed; however, if one period of the day is sunny and the other rainy, it is conceivable that the pool will be open for ½ day.
16. Regular operating hours and fees, if any, for the pool are established by the Board from year to year.
17. **PRIMARY RESPONSIBILITY FOR ENFORCING POOL RULES AND ENSURING THE SAFETY OF OCCUPANTS WHILE IN THE POOL SHALL BE THAT OF THE LIFEGUARD. IN THE EVENT OF A DISAGREEMENT AS TO THE RULES OF THE POOL, THE LIFEGUARD'S INSTRUCTION MUST BE OBEYED UNTIL CLARIFICATION CAN BE MADE BY THE PROPER AUTHORITY.**
18. Parents are requested to read and discuss these rules with their children and encourage them to observe **ALL** rules and to obey the instruction of the lifeguards. The Association will not be responsible for loss, theft, or damage to occupant's or guests' personal property; however, occupants and guests will be

responsible for damage to pool property.

## SECTION XI PETS

### A. Pet Owners Rules and Regulations

1. Pets transported to and from the unit must be appropriately restrained at all times.
2. In accordance with Palatine Village ordinance, dogs and cats must be licensed, have appropriate vaccination shots, fees paid, and MUST be leashed when outside the unit.
3. Village ordinance requires owners to clean up droppings from pets. It is recommended that all pet owners obtain a copy of the Village of Palatine Ordinance on "Animals" for complete details (including fines for violations). **Any deposit of waste by pets shall be immediately removed and properly disposed of by the individual attending the pet.**
4. **Cat litter must be securely bagged in durable plastic bags, removed from the building and placed inside the dumpster.**
5. Attendants and/or owners of pets must maintain control of the pets at all times so as, not to create a nuisance, unreasonable disturbance, or damage to Association property or to individual units and residents.
6. There will be absolutely no bathing of animals in any common area.
7. Patios and balconies shall not be used for dog runs. Residents shall not allow pets to commit waste on patios or balconies.
8. No pets may be restrained on common Elements and/or Limited Common Elements (patios, balconies) unless the owner is present at all times.

## SECTION XII POND

- ### A. The reason we have the pond is to collect rainwater run-off.
1. There shall be no fishing, swimming, skating or wading in the pond.
  2. Do not use the pond as a trash receptacle.

3. **NO FEEDING OF DUCKS OR GEESE (WILDLIFE) IS ALLOWED ANYWHERE ON THE PROPERTY.**

SECTION XIII  
SEASONAL DECORATIONS

- A. Seasonal decorations may be installed no earlier than one (1) month prior to and shall be removed no later than 1 month after the date of the holiday.
  1. Indoor/Outdoor decorations are permitted.
  2. Any outside electrical decorations must have acceptable outdoor wiring and be maintained and kept in good working order.
  3. Repairs necessary as a result of displaying of decorations are the responsibility of and will be assessed to the Unit Owner.
  4. Decorations that create a safety hazard are prohibited.
  5. After Christmas, fresh trees must be bagged before being taken to the dumpster.

SECTION XIV  
TRASH/GARBAGE DISPOSAL

- A. Dumpsters
  1. All garbage must be in plastic bags of appropriate size, tied securely, and **PLACED IN THE DUMPSTER.**
  2. Garbage, rubbish, debris or other unsightly materials shall not be left in any common areas. All trash must be placed in the dumpster.
  3. If a dumpster is filled to capacity, garbage/trash should be taken to another dumpster. (See Attachment G)
  4. **When ordering new appliances, furniture, or carpets it is the responsibility of the Unit Owner or Lessee to have the old items removed from the property. These should not be put in/or near the garbage corrals.**

SECTION XV  
SALES OF UNITS

A. In the event of any resale of a Unit, the following shall apply:

1. The Board must be provided with written notice of the terms of any proposed sale, along with the name, address, phone number and financial references of the proposed purchaser not less than 30 days prior to the closing date. During the 30 days following the receipt of this notice, the Board may elect to exercise a right of first refusal, after meeting with the proposed purchaser. If this is done, it means the Association would become the purchaser of the Unit. **ALL OWNERS SHOULD MAKE A PROVISION FOR THIS IN THEIR SALES' CONTRACTS.**
2. All documentation required from the Association for a closing must be requested in writing at least 30 days prior to closing. There will be a fee charged to provide any documents.

SECTION XVI  
RULES REGARDING  
THE ENFORCEMENT POLICIES

A. Violations

If an owner or Resident violates or is otherwise liable for a violation of any of the provision of the Rules and Regulations of the Association, the following shall occur:

1. A first violation will result in a warning, and if requested a hearing date will be arranged.
2. After twenty (20) days, a second or continuing violation will incur a \$50.00 fine.
3. After an additional twenty (20) days, a third or continuing violation will incur an additional \$85.00 fine.
4. Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action. All attorney's fees and costs, (including interest) incurred will be charged back to the unit owner's account.
5. Any costs of damage to Association property, or property of other residents will be assessed in addition to any warning or fine.
6. All costs and fines shall become part of the assessments due to the Association.

B. Notice

Any Unit Owner charged hereunder shall pay all charges assessed within thirty (30) days of notification that such charges are due. Failure to make the payment in this time shall subject unit owner to all of the legal or equitable remedies necessary to collection of same.

C. Fines

If any Unit Owner feels that he or she has been wrongfully or unjustly charged with a violation hereunder, he or she may proceed as follows:

1. Within twenty (20) days after notification to the Unit Owner of a violation, the Unit Owner shall submit, in writing, a protest to the Board, stating the reasons he feels there has not been a violation. Thereafter, the date, time and place of hearing will be submitted to the Unit Owner in writing.
2. Should no protest be filed, the allegations in the notice of violation shall be considered true and taken as if confessed. Should a protest be filed, a hearing on the matter shall be held before the Board no later than ten (10) days after receipt of the written protest.
3. At the hearing, the Board or a hearing committee shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board or committee shall state its determination in writing regarding the alleged violation. The decision of the Board shall be final and binding on the Unit Owners and occupants.
4. Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time. Notification of the Board's determination shall be made substantially in the form of a letter to the Owner.
5. Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Unit Owner at the unit address, or to such other address as the Unit Owner may have previously filed with the Board, and the occupant at the Unit address.
6. The Board or its agent, when notified of a vehicle/parking violation shall investigate and determine whether a violation has occurred. If the Board determines that a violation has occurred, it may take any or all of the following actions:
  1. A notification sticker will be attached to the windshield of the vehicle.
  2. Removal of vehicle at owner's expense.

D. Amount

Fine amounts for violations not addressed previously will be assessed at the Board's Discretion.

E. Other Remedies

In the event of any violation of the Rules and Regulations, Declaration, or By-Laws 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 attorney's fees shall be assessed back to the account of the offending Owner at the time they are incurred.

### RULES AND REGULATIONS BOOKLET

Unit owners can purchase replacement copies through the Management Company. Every new renter and new buyer must be given a copy of the current Rules and Regulations Booklet by the Unit Owner (lessor/seller).

All rules, regulations, restrictions and covenants contained in the Mission Creek Condominium Association's Rules and Regulations and are subject to the enforcement policies set forth on pages 23 and 24.

The Rules and Regulations are binding against all Unit Owners, occupants, their families, guests, and tenants. Exceptions to the Rules and Regulations may be made only in writing, signed by the Board following a written request by the Unit Owner.

### CONCLUSION

It is recommended that Unit Owner thoroughly review their copy of the Rules and Regulations for Mission Creek Condominium Association, for additional information regarding rights and responsibilities of ownership.

The Board realizes that most Owners and Residents routinely observe these Rules and Regulations; however, for the benefit of building harmony, it is necessary to clearly identify Association policy.

We enlist your cooperation and request that you report any violations you observe to the Management Company.

**EXHIBIT A**  
**MISSION CREEK CONDOMINIUM ASSOCIATION**  
**EXTERIOR ALTERATION FORM**

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

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

Nature of Improvement:

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Color/Style: \_\_\_\_\_

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

Dimensions: \_\_\_\_\_

Construction Material: \_\_\_\_\_

Supplier: \_\_\_\_\_ Approximate Cost: \$ \_\_\_\_\_

A sketch of all improvement must be attached to the application showing location and dimensions!

I/We understand the rules concerning the proposed improvement and the at the Board of Director's decision is final. I/We agree to abide by the rules set forth by the board of Directors and will be solely liable for upkeep/maintenance and any encroachment that this improvement may make on a neighbor's private property or on common Areas.

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

For Office Use Only:

Received By \_\_\_\_\_ Date Application Received \_\_\_\_\_

Approved By \_\_\_\_\_ Date Approved \_\_\_\_\_

Inspected By \_\_\_\_\_ Date Inspected \_\_\_\_\_

Disapproved By \_\_\_\_\_ Date Disapproved \_\_\_\_\_

Reasons for Disapproval \_\_\_\_\_

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**EXHIBIT B**  
**MISSION CREEK CONDOMINIUM ASSOCIATION**  
**NOTICE OF VIOLATION**

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

COPY: \_\_\_\_\_  
Resident

RE: Violation of Declaration, By-Laws and Rules and Regulations

You are hereby notified as the Unit Owner at \_\_\_\_\_,

Palatine, Illinois that you, or those for whom you are responsible, are charged with the following violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions complained of occurred on or about \_\_\_\_\_ 20 \_\_\_\_, and are described as follows:

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

The Association is governed by its Declaration, By-Laws and various Rules and Regulations, which you are charged with violating. Please note that you must take the actions outlined in the Association's Policy and Procedures Regarding Enforcement, if you believe the charges are unjustified. A hearing will be held at \_\_\_\_\_ P.M. on \_\_\_\_\_, 20\_\_.

**IF YOU FAIL TO APPEAR AT THIS HEARING, 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.**

Sincerely,

MISSION CREEK CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS  
C/o Management Company

By: \_\_\_\_\_ Date: \_\_\_\_\_ 20\_\_.

EXHIBIT C

MISSION CREEK CONDOMINIUM ASSOCIATION

NOTICE OF DETERMINATION REGARDING VIOLATION

TO: \_\_\_\_\_ DATE: \_\_\_\_\_, 20\_\_\_\_  
Unit Owner

CC: \_\_\_\_\_  
Resident

On \_\_\_\_\_, 20\_\_\_\_, you were notified of a violation of the Declaration, By-Laws or Rules and Regulations of the Association. Pursuant to the Association rules:

- A Hearing was held at your request.
- You have admitted to the violation by default and waived your right to request a hearing regarding the alleged violation.

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

- You were found not guilty and no action will be taken.
- A \_\_\_\_\_ violation of the Association's Declaration, By-Laws, or Rules and Regulations has occurred and a fine in the amount of \$ \_\_\_\_\_ is now due. **A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.**
- Damages, expenses and administrative charges in the total amount of \$ \_\_\_\_\_ have occurred and are now due.
- Legal expense in the amount of \$ \_\_\_\_\_ has been incurred by the Association and is now due.
- Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.
- 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.

Sincerely,

MISSION CREEK CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS  
C/o Management Company

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

**EXHIBIT D**

**MISSION CREEK CONDOMINIUM ASSOCIATION**

**RIDER TO LEASE**

This Rider is added to the attached lease in accordance with the Rules and Regulations of MISSION CREEK CONDOMINIUM ASSOCIATION. By this Rider, the undersigned parties to said lease expressly acknowledge that, as required by Section 18 of the Illinois Condominium Proper Act, every lease and the parties thereto, shall be subject in all respects to the provisions of said Declarations 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 MISSION CREEK CONDOMINIUM 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.

\_\_\_\_\_  
Lessor (Landlord)

\_\_\_\_\_  
Lessee (Tenant)

\_\_\_\_\_  
Lessor (Landlord)

\_\_\_\_\_  
Lessee (Tenant)

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

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

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

Lessor information:

Lessee Information:

\_\_\_\_\_  
Emergency Phone – Home

\_\_\_\_\_  
Emergency Phone – Home

\_\_\_\_\_  
Emergency Phone – Work

\_\_\_\_\_  
Emergency Phone – Work

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

City/State/Zip Code \_\_\_\_\_

**EXHIBIT E**  
**MISSION CREEK CONDOMINIUM ASSOCIATION**  
**INFORMATION SHEET**

Unit Address \_\_\_\_\_

Owners Name \_\_\_\_\_

Address (if other than unit) \_\_\_\_\_

City \_\_\_\_\_ State/Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

**If your unit is rented**

Name of tenant \_\_\_\_\_

Names of  
Occupants \_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Emergency # \_\_\_\_\_ Who Should We Call \_\_\_\_\_

Please provide the Management office with a current copy of the lease and all amendments.

Automobile(s)

Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ License Plate No \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number & Type of Pets

\_\_\_\_\_