

**GEORGIAN COURT HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
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ARTICLE I. RULES

1.01 General Rules

All rules, regulations, restrictions and covenants contained in the 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, or as so determined by the Board.
 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 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

No alterations of any kind may be made to the exterior portions of any building, including roofs, siding and the like. Any alterations whatsoever which change the appearance of any building or common elements must be requested in writing from the Architectural Committee for written approval prior to any changes being started. Any changes within a unit or garage which alters the structure in any way must also be approved by the Architectural Committee prior to work being started.

The Architectural Committee may consist of the Board members or a special committee appointed by the Board.

2.02 Antennas

No antennas of any kind may be attached or mounted to any portion of the property unless it is contained solely within the owner’s unit.

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 (1st) day of each month. Any payment which is received after the tenth (10th) day of the month shall be considered late. Any payments received after the twelfth (12th) day of the month will be assessed a late charge of \$25. All payments received will be applied to the payment of the oldest outstanding charges before being applied to any current charges.
- B. Any payment of less than the full amount of all assessments and other charges which are due in any given month or any payment which is made late, shall cause the unit owner to be subject to a late charge of \$25 for that month, which shall be added to the common expenses.
- C. Unit owners who are 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 Balconies and/or Patios

- A. Unit owners shall keep balconies and/or patios clean, orderly and free from clutter.
- B. Balconies and/or patios may not be decorated, enclosed or altered or the appearance changed in any way without the written consent of the Board or the Architectural Committee.
- C. Balconies and/or patios may not be used for storage, other than for the seasonal storage of barbecue grills and lawn chairs.
- D. Clothing, sheets, blankets, laundry and similar objects shall not be hung out or exposed on balconies and/or patios.
- E. Balconies and/or patios may not be used as pet runs.

2.05 Bicycles

- A. Bicycle riders are to exit and re-enter through the garage only. No bicycles are allowed in the entry area at any time. Bicycles are not allowed to be stored on the patio or balconies. Bicycles are not to be walked or ridden on any grass or landscape.

2.06 Common Property

- A. Storage of any kind is expressly prohibited on or in any common property.
- B. All toys, recreation equipment, bicycles and the like must be removed from common property when not in use.
- C. Any games, **including ball playing**, 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. Bounce houses, tents, and patio furniture (such as tables and lawn chairs) are prohibited on common property. Common property is not to be used for picnicking, parties, or as a playground. The various park areas in the village are for that purpose. ***Advance written board approval is required for any activities conducted on common property.***
- D. Unit 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 must be approved by the Board or the Architectural Committee.
- F. Unit owners are responsible for watering plants, shrubs and trees near and around their respective units including parkway area. Unit owners are also responsible for watering new or replacement plantings near and around their respective units according to the landscapers' instructions.
- G. Unit owners are responsible for keeping the lawn areas immediately surrounding their respective units clean from debris.

2.07 Satellite Dishes

The installation of a dish requires prior written Board or Architectural Committee.

2.08 Decorations

- A. Seasonal decorations are not to be installed any earlier than thirty (30) days before, and should be removed no later than thirty (30) days after the date of the holiday.
- B. No outdoor decorations are permitted except for decorations which can be placed on the unit's door, patio or balcony. Any damage caused by the hanging of decorations shall be repaired by the unit owner responsible or the cost of the repair will be charged to the unit owner by the Association.
- C. No decorations which create a safety hazard will be permitted.

2.09 Emergencies

The managing agent, Mperial Asset Management, LLC, is open Monday through Friday from 9:00 a.m. to 5:00 p.m. The office is closed Saturday and Sunday. The office may be reached by calling (847) 757-7171. Dial Extension 804 for emergencies and wait for an on-call manager to respond.

2.10 Unit Information –Census

All homeowners shall be required to provide requested contact, emergency contact, and occupant information to the association within 30 days upon request. Failure to provide all requested information will result in a \$100 fine per month until the information is received.

2.11 Garages

- A. Automobile engines must not be left running in garages unattended.
- B. Barbecuing in garages is prohibited.
- C. The storage or use of any material that may create an unnecessary risk to the property is not allowed.
- D. The garage door must be kept closed unless someone is physically in or within 10' (feet) of the garage.

2.12 Garbage and Trash

- A. All garbage must be placed in sealed containers or sealed plastic bags. Garbage containers not provided by the Village or disposal service must be no smaller than 10 gallons, and no larger than 30 gallons. Containers should be equipped with suitable handles and possess close-fitting covers. The disposal service is not responsible for the cleanup of loose garbage, trash or broken glass. It is the unit owners' responsibility to pick up any and all litter. Any loose debris (including cigarette butts, chewed gum, and pet waste) within a 50-foot radius of the residence is to be picked up by the Homeowner or Tenant.
- B. Any recyclables should be layered in the supplied open containers with light materials on the bottom and heavier items on top to prevent the wind from blowing them away from the pickup spot.
- C. Garbage containers must not be placed at the curb for pickup prior to 6:00 p.m. on the day prior to the scheduled pickup. Empty containers must be removed from the curb no later than 12:00 midnight on the day of the scheduled pickup.
- D. Any loose garbage or trash not removed by the disposal service must be removed from the pickup area by the unit responsible by 12:00 midnight on the day of scheduled pickup.

2.13 Maintenance Requests

All maintenance requests should be brought to the attention of the managing agent as soon as possible by using the portal through www.Mperial.com or emailing GeorgianCourtAddison@gmail.com with a photo and description of the request. Residents without internet or email may do so by calling 847.757.7171.

2.14 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.
- C. “Garage Sale” signs may be placed along the driveway on the day of the sale only. These signs may only be placed one (1) hour prior to the opening time of the sale and MUST be removed within one (1) hour after the closing time. If a sale lasts more than one (1) day, the sign must be placed out on a daily basis and not left overnight. Unit owners must obtain a permit from the Village of Addison first before engaging in or conducting a sale.

2.15 Unit Driveways

Unit Owners are responsible for the clean-up of oil stains and fluid spills on driveways that are caused by their own vehicles or those of their visitors.

2.16 Association Meetings

Association Meetings shall be open only to Homeowners of Record, as listed on the title deed. Residents and Tenants must relay any questions or concerns to their respective Homeowner, who may then submit same to the Board for review.

ARTICLE III. INSURANCE

3.01 Homeowners Insurance

Each Owner shall be responsible for and shall provide its own hazard and property damage insurance covering its own Lot and Residence and the contents of its Residents and furnishings and personal property therein, its personal property stored elsewhere on the Premises, and its personal liability to the extent not covered by liability insurance for all of the Owners obtained as part of the Community Expenses as above provided, and the Board shall have no obligation whatsoever to obtain any such insurance coverage on behalf of the Owners. All such policies shall provide coverage for the full replacement value of the Residence, and shall name the Association as an additional insured thereunder. The Board shall not be responsible for obtaining any additional insurance coverage on the Community Area due to additions, alterations, or improvements to any Lot or Residence.

Each Owner must purchase and maintain an “HO3” (Homeowner’s) Insurance policy at all times. An HO6 policy is for condominiums and is not acceptable. The policy must cover the current replacement value of the Residence, homeowner liability, and personal property. The Association shall be named as an additional insured on all Homeowner Policies.

3.02 Community Area Insurance

The Association shall have the authority to and shall obtain insurance covering the improvements, if any, to the Community Area and the Monument Signs as well as any Liability and Errors and Omissions Coverage for the Board Members and the Association.

ARTICLE IV. PETS

4.01 Restrictions

No animals, other than dogs, cats or other animal reasonably considered to be household pets, shall be raised, bred or kept anywhere on the property, nor shall any animals be kept, bred or maintained for any commercial purpose.

A maximum of three (3) pets, each weighing less than 60 pounds, shall be allowed, unless otherwise determined and provided in writing by the Board or Managing Agent.

4.02 Leash Requirements

Pets must be leashed with their caretaker while outdoors or on any common property. Pets are not to be leashed to trees, shrubs, stakes in the ground, or any other objects.

4.03 Unattended

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

4.04 Necessary Care

Pets shall not be permitted to defecate on any common property or to urinate on any common property near or around the units of homeowners. Pet owners MUST clean up after pets immediately.

4.05 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.

4.06 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.

4.07 Registration

All dogs and cats owned by a unit owner or lessee must be registered with the Association.

4.08 Removal

Any pet causing or creating a nuisance or health hazard shall be permanently removed from the building within three (3) days of written notice by the Board or Managing Agent.

ARTICLE V. VEHICLE REGULATIONS

5.01 Definitions

- A. Permitted Vehicles: Passenger type automobiles having no more than five (5) entry doors, and specifically excluding limousines or hearses, whether or not used for personal purposes. Lightweight recreational vehicles shall have a "B", "RV" or passenger license plate, shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand pounds (8,000lb.), and shall have an overall length of less than the length of a unit's private driveway. Motorbikes and motorcycles which are registered and licensed for use on public roads and highways.
- B. Non-Permitted Vehicles: All vehicles other than those defined as permitted vehicles; or any vehicles without valid license plates or commercial vehicles of any kind.

- C. Abandoned Vehicles: Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; or which has not been used or moved for seven (7) consecutive days or more; or which does not have a current, valid vehicle license plate and/or municipal vehicle sticker; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.

5.02 General Rules

- A. Vehicles may not be parked in “No Parking” areas, or so as to obstruct passage of other vehicles on the property. All vehicles shall be parked within permitted limits or within the lines or other boundaries for such vehicles.
- B. During or after any snowfall where there is an accumulation of two (2) inches or more, no vehicle shall be parked on any area normally used for parking until such time as the property has been plowed.

5.03 Enforcement

- A. In the event of a violation of these vehicle rules, the board, or its duly authorized agent, shall send a notice of violation to the unit owner or shall affix a parking violation notice to the vehicle.
- B. In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any and all of the following actions.
 - 1. Record, to the extent possible, the vehicle identification, including license number, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations.
 - 2. Identify or attempt to identify the resident whose vehicle is causing the violation or whose resident’s guest or invitee is causing the violation.
 - 3. Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.
- C. When a vehicle has been abandoned and a notice of violation has been affixed to the vehicle at least forty-eight (48) hours, the vehicle may be towed without notice to the vehicle owner, at the owners’ expense.
- D. When a vehicle is parked in a manner which presents an immediate danger to the property or the health, safety and welfare of any person thereon, the vehicle may be towed without notice to the owner. (E.g., blocking fire lanes, parked so as to impair snow removal operations, etc.)
- F. When a vehicle is parked in violation of any of these vehicle rules and the owner of the vehicle has been found guilty of at least two (2) prior violations of any provisions of these vehicle rules, the vehicle may be towed upon the occurrence of the third (3rd) subsequent violation without notice to the vehicle owner.

5.04 Notices and Authorization to Tow

- A. The board, or its duly authorized agent, shall notify the appropriate companies or individuals to remove vehicles. In addition, when any tow is authorized under these rules, the duly authorized agent(s) for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to ensure that no breach of the peace will occur.
- B. All towing shall be authorized on an individual basis only.

ARTICLE VI. SALE AND TRANSFER OF OWNERSHIP

6.01 Notification Requirements

Any time a unit within the Association is sold or otherwise transferred, the prospective owner shall be contacted, either directly or through the present owner, and requested to supply information essential to the Association's record and efficient functioning. The prospective owner shall be contacted by the current owner and shall be required to supply the information requested therein. All information supplied by the prospective owner shall be kept confidential and shall be used for Association purpose only. In the event a unit owner fails to cooperate with the Board in providing the information requested, the Board may send a notice of violation in accordance with rule enforcement proceedings.

ARTICLE VII. MOVE-IN AND MOVE-OUT POLICY

7.01 Notification

Whenever any unit owner or tenant is moving either into a unit or out of a unit, the Board and/or the managing agent must be notified at least seven (7) days prior to said move. This should be done on a form supplied by the Board or Managing agent. A one hundred fifty dollar (\$150) damage deposit must be made to be applied to any damage incurred during the move. This deposit is refundable in full if no damage occurs during the course of the move.

7.02 Unit Owner's Responsibility

Unit owners are responsible for their tenant's adherence to this policy. Providing there are no interior or exterior damages, this deposit will be returned to the unit owner or tenant. This policy applies even when third parties are involved such as moving companies, delivery companies, etc.

7.03 Move-In and Move-Out Hours

There are no special hours when moving can be done; however, all moves should be done considering the effect upon your neighbors. Do treat them as you would like to be treated.

7.04 Penalty

Any unit owner violating the move-in or move-out regulations may be fined in the amount of two hundred and fifty dollars (\$250) and pending a hearing, same will be charged to the unit owner's assessment account.

ARTICLE VIII. VIOLATIONS AND FINES POLICY

8.01 If someone is believed to be in violation of any of the provisions of the Declaration and 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.

8.02 The Owner charged with the violation will be given written notice of the complaint, and 10 days to respond in writing to request a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. All hearings will proceed with or without the presence of the accused Owner. The findings of the hearing will be final and binding. Should the Owner not request a hearing in writing within 10 days of the violation notice, the fine shall be levied.

8.03 There will be a \$100 fine for each violation, or as determined by the Board. If the owner has been fined for the same violation within the last year, the fine may be doubled.

8.04 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 cost and attorney's fees shall be assessed back to the account of the offending Owner at the time they are incurred.

8.05 Damages

In the event any conduct of a unit owner, family member, resident or guest has resulted in damage to any common property, the unit owner will be given a 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, plus a 10% processing fee - minimum \$100.

8.06 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 unit owner's account and shall be collectible as a common expense in the same manner as any regular or special assessment against the unit.

8.07 Notices

A. Notices are deemed served either:

1. By personal delivery; or
2. By regular mail following two (2) days after deposit in the United States Mail and in the case of certified/registered mail, return receipt requested, postage prepaid, to the unit owner at the unit address, or last known address.
3. By electronic methods, such as email, provided that the Owner has consented to use of such delivery in writing.

ARTICLE IX. THE DISPLAY OF FLAGS

Definitions:

An American Flag or American Military Flag shall be made of fabric, cloth or paper displayed from a staff or in a window. An American Flag shall not include a depiction or emblem of the American flag made of lights, paint, or roofing, siding, or paving material, flora or balloons, or any other similar building, landscaping, or decorative component.

THE DISPLAY OF ANY OTHER FLAGS, BANNERS, PENNANTS, AND POSTERS OR LIKE HANGINGS IS STRICTLY PROHIBITED.

9.01 Guidelines

- A. The following are the approved guidelines to be followed when displaying American or Military Flags: The flag must be rectangular in shape not to exceed feet by 5 feet in size suspended on a pole (maximum length 65 inches) mounted by a bracket which is affixed to the trim board or brickwork no more than 75 inches above the ground or porch floor. The bracket must be capable of supporting the pole and flag at a 20 to 45 degree angle from vertical without damaging the building's exterior.
- B. The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10.

9.02 Installation

- A. A flagpole or mount may not be installed on a portion of the Common Elements. A mount may be installed on that portion of the property considered a limited common element that is under the exclusive use and control of an Owner, specifically the balcony, patio or exterior surface of an Owner's Unit.

- B. All flags must be installed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the flag by the Association without notice. All costs of removal and restoration shall be borne by the Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized flag shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the flag in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.