

NEVA MANOR
Condominium Association

4330 N. NEVA AVE.
NORRIDGE, IL 60706

RULES
&
REGULATIONS

EFFECTIVE: December 13, 2010

NEVA MANOR CONDOMINIUM ASSOCIATION

Dear Neva Manor Resident:

We welcome you to the Neva Manor Condominium Association and hope you will enjoy living in the complex. As with any community, we have certain Rules and Regulations which promote harmony and help observe the rights of all.

Condominium living requires agreement among all owners and residents to adhere to certain “ground rules” in order for all residents to enjoy the maximum benefits of their homes without interfering with the rights of others.

The Condominium Act of the State of Illinois provides that owners and residents of a “condo” are governed by its own Bylaws. The Declaration and Bylaws of the Neva Manor Condominium Association, which each owner received and accepted upon purchase of a unit, authorizes the Board of Directors to adopt and amend such rules and regulations.

These Rules and Regulations are for the maintenance, administration, management, operation, use, conservation and beautification of the Neva Manor Condominiums and for the safety and comfort of its residents. The Board of Directors developed the rules and regulations in this booklet. These Rules and Regulations can be amended, changed, and supplemented only by action of the Board of Directors.

The rules and changes are a result of the Board and Management's need to adequately deal with violations and infractions to protect the property and rights of all the residents.

The Board of Directors and Management welcome your input and looks forward to your attendance at Board meetings.

Sincerely,

Neva Manor Board

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SECTION I
Administration and Appearance of the Property

I. Additional Rules and Regulations

1. The foregoing rules and regulations are subject to change, modification and amendment as circumstances warrant. Any changes to these rules and regulations will be in compliance with the Declaration and Act pertaining to notice and meeting requirements.

II. Alterations

1. Unit owners may make alterations, additions, or improvements within their units, but such unit owners shall be responsible for any damage to other units, the common elements, or the property. No work shall be done which will impair or alter the structural integrity of the building.
2. No alterations of any kind may be made to the exterior portions of the building.
3. No structural, plumbing or electrical changes within the individual units may be made without prior written approval of the Board.
4. Permits must be secured with the Village and a copy of the permit placed on file with the management company.

III. Association Records

1. As required by law, the books and records of the Association are available for the inspection of Unit Owners for any proper purpose at reasonable times, provided that reasonable written advance notice is provided to the Association and management company.

IV. Assessments and Collections

1. 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. All payments received, even if the payment has been designated to be applied to a specified obligation, will be applied to the payment of the oldest outstanding charges before being applied to any current charges.
2. In any given month if the payment is less than the full amount of the entire unpaid balance which is due the Unit Owner will be subject to a Service Charge of thirty Dollars (\$30.00), which shall be added to the Unit Owner's Common Expenses.
3. Unit Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. If owners are delinquent after 30 days, the account is subject to legal

action and will be transferred to the Association's attorney. 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.

4. If, after repeated attempts to collect a delinquent monthly assessment from a Unit Owner, the Board of Directors shall, in its discretion, proceed to place a lien against the defaulting owner. A Unit cannot be sold and title cannot be transferred if a lien exists on a property. Pursuant to the statutes of the State of Illinois, the Association is permitted to file forcible entry and detainer (Eviction) proceeding for collection of delinquent assessments and other monies owed to the Association. These proceedings may result in the Unit Owner's loss of possession of his/her Unit.

V. Balconies

1. The Association will not be held responsible for any damages done as a result of balcony use.
2. Sheets, blankets, laundry of any kind, broken furniture and other unsightly articles are prohibited from being displayed on balconies.
3. Residents may not paint or otherwise alter the appearance of the balconies without first receiving consent and approval from the Board.
4. Balconies may not be used as storage areas (except but not limited to patio furniture, gas grills, plants). Any garbage bag(s) or other trash shall not be permitted on balconies. Items such as brooms, mops, boxes, bicycles, etc. are strictly prohibited.
5. The outside walls and decks of the buildings that comprise the walls of the balconies are part of the common elements of the building; as such, no holes may be drilled and nothing may be attached to those walls (including but not limited to speakers, wiring, electrical or other piping, lighting, or other fixtures) without prior Board approval.
6. Rugs, mops, etc. are not to be shaken off on balconies, nor shall debris be swept off of them. The spraying of anything with paint or lacquer is strictly prohibited.
7. Tossing of cigarette butts off of the balcony is strictly prohibited.
8. No litter boxes, bird feeders or bird baths are permitted on balconies.
9. The balconies are not to be used as bathrooms for pets.

VI. Bicycles

1. Bicycles stored in units should be taken in and out of the building by the rear stairwells. Bicycles stored in the garage should be kept in the unit's storage locker.

2. Bicycles are not to be parked in any common areas of the building.

VII. Board Meetings

Board meetings are open to all Unit Owners except for portions of the Board meeting held (i) to discuss litigation when an action against or on behalf of the association has been filed and is pending, or when the Board finds that such action is probable or imminent; (ii) to consider information regarding appointment, employment or dismissal of any employee, or (iii) to discussion violations of rules and regulations of the association or a unit owner's unpaid share of common expenses. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Unit Owners.

VIII. Building Services

1. The heating, electrical, water and other support systems for the building are extremely complex and demand expert maintenance and service. Under no circumstances should residents tamper, adjust, service or in any manner operate any of the support systems of the building. Problems with support systems should be reported to the Property Manager.
2. Water is paid by the association and is collectively paid in association dues. However, unit owners may add appliances that may use water (e.g. washing machines, etc.) after receiving permission from the Board and as long as their inclusion does not compromise/affect the other units in the building.

IX. Cable/Satellite Dishes

1. It is the right of the unit owner to secure cable service with a provider.
2. Any owner interested in installing a satellite dish one meter or less in diameter should refer to the Association's instructions for installation of satellite dishes. Satellite dishes greater than one (1) meter in diameter are prohibited.
3. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control, such as balconies or porches. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish. Satellite dishes may NOT be installed on the Common Elements without the prior written consent of the Board.
4. To protect the health, safety and welfare of the residents, the Board strongly suggests that satellite dishes be professionally installed. If the owner uses a professional installer, the unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.

5. In order to protect the health, safety and welfare of the residents and their Property, the Board reserves the right to inspect the installation and maintenance of the satellite dish.
6. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
7. The unit owner shall keep the satellite dish in good repair at all times. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.
8. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
9. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish.
10. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest.
11. All satellite dishes shall be constructed 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 satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

X. Complaints/Suggestions

1. In the spirit of condominium living, owners and tenants are asked to resolve issues with each other in person initially. If resolution is not reached, a formal complaint should be filed with the Property Management Company by mail or e-mail (see attached form). The Property Management Company will send a letter to the party against whom the complaint has been filed with a copy to the Board

president. If the problem continues, both parties may be asked to attend a Board executive meeting where the Board will attempt to negotiate a satisfactory solution. The Board has the right to levy fines.

XI. Common Property

1. Any resident in violation to the common area rules and regulations will be fined for each offense.
2. No unauthorized person is allowed on the roof of the building.
3. Any resident wishing to distribute notices, flyers, or other forms of communication to residents in the condominium should contact the Board or Property Manager with his or her request.
4. Simple notices (e.g., "For Sale" signs) may be posted on the community bulletin board, without contacting the Property Manager.
5. Fire Department regulations and these Rules and Regulations require that all common areas be kept clear of obstructions at all times for safety and aesthetic reasons.
6. There is no sliding or dragging of large objects across any common area floors. A dolly must be used.
7. No residents or workmen may place or leave any materials or equipment in any common area in conjunction with any decorating or carpentry work being done within any Unit.
8. No game playing, eating, drinking or smoking is allowed in the interior common areas, including the staircases.
9. Shopping carts/grocery carts are not permitted in the building and will be disposed of by the management company when they are found on premise.

XII. Elevators

1. Given the size of the building, only one (1) elevator serves multiple functions. Not only does it serve passengers, it is a freight and service elevator as well. So it is vital that we strictly follow these procedures to ensure its appearance, maintenance, and convenience.
2. No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevator. The elevator is reserved for the exclusive and uninterrupted use of Unit Owners, Residents and other persons lawfully on the Property.
3. Smoking is strictly prohibited inside the elevator.
4. In case of fire, do not use elevator, use the stairway.

5. In case of malfunctions, notify the property manager as soon as possible so that the elevator can be repaired immediately. The Association has a maintenance contract for its repair.
6. To protect elevator floors, pads must be used for moving. Unit Owners and tenants must call the Managing Company to ascertain that the pads will be available at the time required. All moving must be confined between the hours of 7:00 a.m. and 6:00 p.m., Monday through Saturday, inclusive.

XIII. Garbage

1. All garbage must be placed in durable plastic bags and secured tightly. Boxes must be broken down and placed inside the dumpsters.
2. No paints, liquids or combustible materials may be placed in the garbage chutes.
3. In consideration of other Unit Owners, garbage chutes may be used only between the hours of 7:00 a.m. and 10:00 p.m.
4. Major appliances, large metal objects, pipes, railing, etc. are the responsibility of the owner for disposal and may not be left by the dumpster.
5. Large or heavy articles, wood or cardboard cartons and the like should be taken by residents to the dumpsters in the rear of the building. Do not leave these items in the chute rooms.
6. Arrangements should be made with the property manager for disposal of objects that do not fit in the dumpster. Residents will be billed for extra charges for special pickups of large or bulk items. Do not leave garbage in the chute rooms.
7. In the event that the garbage chute is clogged based on the refuse that you have thrown away, please take a few minutes to go down to the first floor refuse room to see if you can unclog the garbage chute. If you find that you cannot unclog it, notify the property manager as soon as possible.

XIV. Garages/Storage/Parking Lots

1. 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. Only cars with appropriate parking permits issued by the Neva Manor Condominium Association are allowed in garage. All other vehicles will be towed at the owner's expense.
3. No exterior alterations may be made to garage doors.
4. Car engines must not be left running in garages.

5. Unit Owners are permitted to park only in the space assigned to them and in the common element parking areas.
6. Rental of indoor parking spaces to other Unit Owners is permitted. Rental to non-occupants is not permitted.
7. The attachment of any items to garage walls, pillars or roof is not permitted.
8. Car repairs, oil changes or maintenance of any motor vehicles is prohibited in the garage area or the Common Property.
9. No vehicle over 7'4" in height or 7' in width will be permitted. No trailers or rental trucks will be permitted either.
10. No personal items may be stored in the parking space including but not limited to bicycles, wheeled shopping carts or spare vehicle parts. All other items will be considered in violation. The Association will give notice before removing the items. If not removed after notice, the Association will remove the items located from the space.
11. All personal items should be kept in the storage lockers. If any personal items are stored outside of the storage lockers the Association will give notice before removing the items. If not removed after notice is given, the Association will remove the items located outside the storage locker.
12. The rear of the building has guest parking spaces. These spaces are not to be used as permanent spaces for unit owners. They are reserved for guests visiting unit owners. The association has the right to remove a car from this area if it is parked for an obsessive amount of time after appropriate notice has been given
13. Storage lockers are deeded on the basis of one locker per unit. Residents may only use the locker assigned to them.
14. Flammable and other dangerous materials should not be stored in storage lockers. NO electric wires or lights may be run in or out of the lockers.
15. No food items are to be stored in storage lockers. Food can attract rodents and insects.
16. The association is not responsible for items stored in storage lockers. Unit Owners (and/or tenants) use storage lockers at their own risk.
17. To maintain the aesthetics of the Common Elements, including the garage, damage to the exterior of the storage unit will be the responsibility of the Unit Owner to repair. If the repair is not made in an acceptable manner, the Board will have a vendor make the repair and it will be assessed to the Unit Owner. Prior notice will be given to the Unit Owner.

XV. Insurance

1. Owners shall be required to maintain insurance covering their personal liability and compensatory damages to another unit caused by the negligence of the owner or his/her guests, residents, invitees, or regardless of any negligence originating from the unit.
2. The personal liability of the owner must include the deductible of the owner whose unit was damaged, any damage not covered by insurance, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings.
3. Each unit owner shall be responsible to provide the Board with evidence of insurance in the form of a Certificate of Insurance issued by the insurance agent providing the coverage.
4. In the event the unit owner does not purchase and produce evidence of sufficient insurance within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for same by the association as set forth above, the Board may, in its sole discretion, impose a daily fine against the unit owner upon notice and an opportunity for a hearing. In the event the unit owner does not purchase sufficient insurance, the unit owner will continue to be personally responsible for damages as outlined in paragraphs 1 and 2.
5. 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 the purchase of insurance or the amounts or types of coverage obtained.

XVI. Landscaping

1. Any sod or other property damaged through neglect or abuse shall be replaced at the expense of the Unit Owner who is responsible.
2. Unit Owners are not permitted to alter, change or add to the landscaping of the Common Property.

XVII. Maintenance Requests / Emergencies

1. The Association is responsible for the maintenance of and repairs to the common elements of the building. The common elements are all portions of the property, except the individual units, but include the limited common elements. As a general rule, the common elements are portions of the building outside an individual's unit. More specifically, common elements include the land, foundation, structural parts of the building, outside walks, landscaping, walls, hallways, entrances and exits, storage areas, stairways, laundry rooms, basement, boiler room and boiler, roof, gutters, public utility lines parking area, pipes, wires, including cable TV wires and cable outlets inside the walls of units, conduits, ducts, flues and shafts (except those located within a unit and serving only that unit).

2. Unit owners are responsible for the maintenance of and repairs to their individual units.
3. Any common elements of the building damaged by the conduct or negligence of a Unit owner, their family members, pets, tenants, or guests will result in a fine to the Unit owner responsible for repair of that damage.
4. Unit owners are responsible for the removal of all construction debris, appliances, and furniture from the property. The debris should be broken down and put in large garbage bags, if possible, on designated garbage days pickup days.
5. For emergency repair service, contact the Property Management Company. The Property Management Company will recommend a vendor for repairs inside your unit, but the cost of the vendor is the unit owner's responsibility. If the Unit Owner chooses to use their own licensed vendor, prior approval must be given by the Board and/or Management Company.
6. All requests for maintenance must be made through the management office.
7. Repair requests for common elements should be directed to the Management Company. If the service is not provided in a timely and concerned manner, the matter should be brought to the attention of the Board immediately.
8. Please dial 911 if a fire alarm is ringing without stoppage. Please leave one's unit as quickly as possible.
9. If failure of mechanics (i.e., heating, plumbing etc.) in a Unit causes problems or damages for other Units, the owner must respond promptly to allow repairs to be made. If after ten (10) days the responsible Unit Owner still has not allowed repairs to be made, then the Board will take appropriate action. If the situation is deemed an emergency by the Board, the Board is authorized to take immediate action to rectify the situation.
10. Board members are not to be contacted between the hours of 10:00 p.m. and 8:00 a.m. except in the case of DIRE EMERGENCY. A "dire emergency" is one that, if left unchecked, is certain to cause irreparable harm to the physical condition or security of the building. By way of example, but not limitation, they may include: uncontrolled flooding or someone trapped in the storage area. It is expected that residents will use their best discretion when deciding whether or not a given situation rises to the level of a "dire emergency". For all other instances, contact the management company.

XVIII. Move In/Out

1. Unit owners are responsible for damages to common areas, limited common areas and common elements incurred during moves into or out of their respective units.

2. When moving in or out, or accepting large deliveries that require the reservation of the elevator, please schedule your move with the property manager no less than five (5) days advance
3. A move in/out or delivery requires a deposit of \$250.00. The deposit is to be paid to the property manager when scheduling/reserving the elevator. Of the \$250.00 deposit, \$200.00 will be refunded if there is no damage to the common areas during the course of the move/delivery. In the event that the cost to repair the common areas is greater than \$250.00, the Unit owner will receive a fine in the amount that will cover all costs of repair or replacement.
4. Unscheduled moves/deliveries will receive a fine in the amount of \$300.00
5. The name of each resident is to be affixed to the mailbox so the mailperson can clearly see it. In order to achieve uniformity, names are to be printed from a label maker (by the property manager) and placed on the mailbox. To request a name change to your mailbox, contact the management company.

XIX. Noise

1. Respect for fellow residents should be maintained. No loud stereo or television playing will be tolerated. If noise disturbs other residents, affected residents should notify the violator of the disturbance. If the violator continues to make noise notify the Norridge Police Department at 708-453-4770 and submit a complaint form to the management company.
2. Unit owners, tenants and guests should refrain from activities and disturbance that interfere with the rights and comfort of others. Generally, any activity that produces noise or disturbance to others should be restricted to between 8:00 a.m. and 11:00 p.m. If a unit owner or tenant feels that another unit owner or tenant is violating this noise regulation, it is their responsibility to try to reach an agreement with the unit owner or tenant first before filing a formal complaint.

XX. Occupancy

1. Per section 7.01 of the Declaration, units are to be used for residential purposes only, and therefore no commercial businesses shall be operated at all.
2. Every bedroom occupied by one person shall contain at least 70 square feet of floor area and every bedroom occupied by more than one person shall contain at least 50 square feet of floor area for each occupant thereof.

XXI. Parties

1. Large parties on balconies will go no later than midnight on Fridays and Saturdays, and no later than 10:00 p.m. on weekday nights.

2. Parties shall be restricted to the Unit and the Unit's balcony. Parties are not permitted to spill over into the stairwells or the front entrance and steps of the Building. The parking lot may not be used for a party without Board approval.
3. Unit Owners or tenants who are entertaining guests on balconies shall not be a nuisance to other Unit Owners by playing loud music or engaging in loud verbal behavior.

XXII. Pets

1. Renters are not permitted to have pets.
2. A leash, not to exceed six (6) feet in length, is required and all pets must be leashed. Pets should be kept under control at all times.
3. Residents owning dogs/cats are limited to two (2) dogs/cats per Unit. All pets are to be less than 35 lbs. Any pets over 35 lbs currently residing at the building shall be grandfathered in.
4. Pets must be licensed by the Village and vaccinations must be kept up to date.
5. Cat litter may not be placed in the garbage chute, but should be placed in dumpsters either in the garbage room or the rear of the building.
6. When using the elevator, please be respectful of your neighbors and keep the pet on a leash. Some people are frightened or allergic to animals.
7. The owner of a pet is responsible for cleaning dirt or soilage caused by his or her pet in the common areas as well as paying for any property damage caused by such pet.
8. Excessive noise by a pet that creates a disturbance may cause the board to obtain a court order to have the pet removed.
9. Any pet demonstrating aggressive or otherwise vicious behavior towards Unit Owners in common areas may be permanently removed from the property upon obtaining a court order to have the pet removed.

XXIII. Safety

1. Each Unit must contain at least one (1) smoke detector. This is the Unit Owners' responsibility. Smoke detectors should be checked regularly to make sure that it is functioning properly.
2. Each Unit must contain at least one (1) carbon monoxide detector. This is the Unit Owners' responsibility. Carbon monoxide detectors should be checked regularly to make sure that it is functioning properly.
3. Each Unit is equipped with a sprinkler head in each room. Please be sure to inform you homeowner's insurance agent. This may save you money on you annual homeowner's insurance policy.

4. For your safety, the building is equipped with a fire extinguisher on every floor. Make sure that you know where it is located and read how to use it in case of a fire. The Board of Directors recommends that each Unit Owner owns their own Fire Extinguisher in case a fire occurs in their Unit.

XXIV. Sale or rental of a unit

1. The Association may charge a fee in the amount of fifty cents (\$0.50) per page copy for the cost of copying any documents required for resale of a unit. However, in the event a request is made which requires information to be provided in less than thirty (30) days, the Association may charge the Unit Owner an additional fee for rush service.
2. The following steps must be completed and put on file with the Property Management Company:
 1. Notice of intent to sell or lease completed.
 2. Copy of sales contract or lease submitted.
 3. Assessments must be paid to date with a letter of confirmation from the property manager.

The Board DOES NOT have the right of first refusal on a sale, but MUST approve of all renters prior to execution of the lease. If leasing, the requirements of the Crime Free Leasing Resolution must be met. The resolution is contained at the rear of this document.

3. No real estate signs shall be displayed on the building or common areas, or where such signs or posters are visible from outside the unit. For Sale/For Rent posters may be posted on the inside of the unit window ONLY.
4. All leases must be for a period of not less than six (6) months. All leases must be in conformance with and make specific reference to, the legal documents of the Association. The property owner is ultimately responsible for his tenants to abide by the Association's legal documents, whether he/she resides in the unit or not. If a tenant violates the documents or rules and regulations, the owner shall be held responsible.
5. All unit owners must provide their tenants with a copy of the legal documents and rules and regulations that have been adopted by the Association's Board of Directors. Tenants should be informed that this information is being provided to them because they are part of the Association by virtue of their residency and are obligated to obey the provisions of the documents.
6. If a unit is for sale and a keybox needs to be placed on the front door, the management company must be notified in writing of this request. The management company reserves the right to remove any keyboxes that they are not aware of.

XXV. Seasonal Decorations

1. Holiday trees must be transported in and out of the Building through the back only. These trees should be wrapped and bagged for disposal and residents are responsible for clean-up any debris left in the common areas after disposing of their tree(s).
2. No decorations which create a safety hazard will be permitted.
3. Residents may hang seasonal wreaths and similar decorations from their doors.
4. Seasonal holiday decorations must be taken down within thirty (30) days of the event/holiday.

XXVI. Security

1. If any suspicious activities are observed, notify the police immediately. Write down any license plate numbers you observe.
2. For the safety of everyone, always talk to and identify your guest before you buzz them into the building.
3. Never prop open any locked exterior doors.

XXVII. Special Assessments

1. It may be necessary during the year to perform maintenance, repairs or improvements that were not anticipated as part of the annual budgeting process. An example might be roof replacement, major repairs, etc. A special assessment may be levied by the Board of Directors to be paid by all Unit Owners to cover the cost of such expenses. Unit Owners shall pay this assessment in accordance with its terms or they will be deemed delinquent and subject of the provisions of section IV.

XXVIII. Stairways

1. Do not shake rugs, mats, or dust cloths in stairwells or hallways.
2. Village ordinance mandates that the stairway doors must be kept closed at all times. Do not prop these doors open for any reason.
3. Nothing may be discarded or stored in stairways.
4. In case of fire, use the stairwells instead of the elevator.

XXIX. Violations

1. In accordance with Section 18.4(i) of the Illinois Condominium Property Act, 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 company, a resident or a member of the Board of Directors. A written complaint form by prescribed by the Board shall be sent to the management firm or the Board. The individual(s) charged with the violation will be given written notice of the complaint, informing the individual of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint two weeks after complaint is processed. All hearings will process 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.

2. If an owner is found to have violated personally or is otherwise liable for a violation of any of these rules and regulations, the following shall occur subject to the power of the Board to selectively enforce the Rules and Regulations based on emergency or exigent circumstances:
3. If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the assessment account of the Owner of the unit in which the guilty person resides and collected with the monthly assessments.
4. A fine for a violation shall be deemed a single incident each day that it exists with a fine imposed each day the violation has not been eliminated. Fines may be imposed for each violation in an amount not to exceed \$100.00.
5. If found to be guilty the owner may also be required to correct any damage or any unauthorized condition on the property, to pay the cost of any repairs.
6. 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 attorneys' fees shall be assessed back to the account of the offending owner at the time they are incurred. Fines will be required to be paid within fifteen (15) days of notification that such charges are due. Failure to make the payment on time shall subject the owner to all of the legal or equitable remedies necessary for collection.

XXX. Windows/Window Coverings

1. Unit Owners are responsible for proper maintenance of all windows and screens. All broken windows and damaged screens are to be repaired within thirty (30) days notification from the Board of Directors. If the Unit Owner does not comply, the Association shall make repairs and bill all costs involved back to the Unit.
2. Draperies, shades or other window coverings may be of any color selected by the resident, provided, however, any window coverings visible from the outside do not detract from the overall appearance of the building and are kept clean and in good repair.

3. Window treatment should appear in good repair from the exterior of the building.

**CRIME FREE LEASING
RESOLUTION**

WHEREAS, the Neva Manor Condominium Association (“Association”) is an Illinois not-for-profit corporation, organized and operated for the purpose of administering the Association; and

WHEREAS, Association is administered by a duly elected Board of Directors in accordance with a certain Declaration of Covenants; and

WHEREAS, the Board of Directors is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Board of Directors has deemed it to be in the best interests of the Association to adopt the following rules regarding a Crime-Free Leasing Program.

NOW, THEREFORE, BE IT RESOLVED:

The rules and regulations of the Association are amended to include the following provisions:

Leases, Tenants and Non-Resident Lot Owners

I. It is the lot Owner's responsibility to comply with the following:

A. Provide the Association with a copy of the lease and **Crime Free Lease Addendum** (a copy of which is attached hereto), executed by the tenants not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The lease must include names of all the residents of the lot. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the lot. All leases must be in writing and for a period of not less than six (6) consecutive months. All leases must be in conformance with, and make specific reference to, the legal documents of the Association.

B. There are several important items that every investor-owner must consider before leasing his/her lot. The Association is a Crime Free Community and has implemented this program:

1. Owners must notify prospective tenants that the Association is a **Crime Free Community**.
2. Owners must show prospective tenants the **Crime Free Lease Addendum**. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application.
3. Owners must obtain a completed lease application from prospective tenants, and provide a copy to the Board of Directors, no less than ten days (10) prior to occupancy of the lot, a copy of the application is available through the Board of Directors and/or management.
4. Owners must obtain a criminal background check on prospective tenant and every person moving into the lot, and provide a copy to the Board of Directors, no less than ten days prior to occupancy of the lot. Owners must submit proof to the management company that this was done prior to the tenant moving into the lot.

A VIOLATION OF THE FOREGOING SECTION A AND B1 THROUGH B4 MAY RESULT IN A FINE OF **\$100.00**, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

5. No lot owner may lease less than the entire lot. The lot may not be leased for transient or hotel purposes. The Owner is also required to submit, not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first, a completed Resident Information form stating the number and name of all tenants, including children, who will be residing at their lot. This information will also include the phone number of the lot, all work numbers, emergency contact information, make, model and license plate number of vehicles used by the occupants.

6. All leases must be current. The management office must be provided a copy of all updated leases (renewal) and lease riders not later than the date of occupancy or ten (10) days after the updated lease is signed, whichever occurs first. Additionally, unless otherwise provided by law, any lot owner who fails to provide the Board of Directors with an address other than the lot where the owner is to receive notices or other information from the Association shall be deemed to have waived the right to receive notices at any address other than the address of the Lot, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of any such lot owner caused by any delays in receiving notice resulting therefrom.

7. Discrimination on the basis of age, race, color, creed, national origin or sex is not allowed.

8. If a tenant violates the Declarations, By-Laws or the Rules and Regulations of the Association, the owner shall also be held responsible.

9. Sub-leasing of Lots is not permitted.

10. During the terms of the lease, no new roommate may move in without a new lease being generated, containing the names of all tenants residing in the lot, (a new roommate is someone residing in the lot longer than 30 days). A copy of (1) the new lease, (2) new lease rider and (3) **Crime free Lease Addendum** must be delivered to the management office. **A background criminal check must be done on the new tenant(s) prior to moving in.** All moving rules must be followed during this time.

11. Owners may not rent their lots to any person or persons who have, a) ever been convicted of any violent criminal activity, b) been convicted of a drug-related criminal activity within the last five (5) years or been convicted of any form of aggravated sexual assault or been adjudicated a registered sexual offender. "Violent criminal activity" is defined as any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" is defined as the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

A VIOLATION OF THE FOREGOING SECTION B5 THROUGH B11 MAY RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SECOND VIOLATION, AND \$500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

II. Anytime a crime is committed on this property which involves a resident, tenant, guest, or invitee of a tenant, resident or guest the following fines may be assessed to the owner of the respective lot involved, after notice and an opportunity for a hearing:

A. Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control if supported after notice and opportunity to be heard on the matter:

1st offense **\$100.00**
2nd offense **\$250.00**
Thereafter **\$500.00**

B. Activities on this property such as, but not limited to, domestic violence, child abuse assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property if supported, after notice and opportunity to be heard on the matter:

1st offense **\$100.00**
Thereafter **\$500.00 per incident**

C. Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon; discharge of firearm, aggravated assault, arson, kidnapping, murder if supported, after notice and opportunity to be heard on the matter.

1st offense and thereafter **\$1,000.00** per incident

III. In addition to any other remedies, by filing an action jointly against the tenant and the lot owner, the Association may seek to enjoin a tenant from occupying a lot or seek to evict a tenant for failure of the lessor-owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association. The Board of Directors may proceed directly against a tenant, at law or in equity, or seek the eviction of the tenant, for any other breach by tenant of any covenants, rules, regulations or bylaws of the Association.

IV. This policy becomes effective _____, 2____. All lease agreements signed prior to this date will be grandfathered through the term of the lease or for one year from the effective date of these rules, whichever occurs first, in regards to the Crime Free Lease Addendum. Tenants are not subject to another criminal background check at the time of lease renewal, only at the time the initial lease is effected. Owners are immediately responsible for providing the Association with a current Resident Information Form. The names on the Resident Information Form should be the same as those on the lease. Owners are also responsible for providing their tenants with information regarding this program and letting them know that crime will not be tolerated at the Association.

V. Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the matter or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.

VI. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Lot Owner responsible.

Approved this ____ day of _____, 2____.

Board of Directors
Neva Manor Condominium Association

By: _____
Its President

ATTEST: By: _____ Its Secretary

NEVA MANOR CONDOMINIUM ASSOCIATION

VIOLATION COMPLAINT - WITNESS STATEMENT

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

Offender's Name: _____

Address: _____ Unit No. _____

Violation Location: _____

Date of Violation: _____ Approx. Time: _____

VIOLATION(S): _____

Were any photographs taken? ___Yes ___No

If so, by whom: _____

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

Report submitted by: _____

Phone: _____

Address: _____

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

Signature: _____

Date: _____

NEVA MANOR CONDOMINIUM ASSOCIATION

NOTICE OF VIOLATION

Date: _____

TO: Unit Owner

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

This was allegedly violated by: _____

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

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

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

Very truly yours,

Neva Manor Condominium Association
Board of Directors
cc: Occupant if rental

NEVA MANOR CONDOMINIUM ASSOCIATION
NOTICE OF DETERMINATION REGARDING VIOLATION

DATE: _____

TO: Unit Owner

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

This was violated by: _____

The Board has taken the following action:

- () The Board has determined that no violation occurred.
- () The Board has determined that a violation has occurred. Accordingly, costs and expenses of enforcement in the amount of \$_____ have been assessed against your unit and are now due.
- () Damages, expenses and administrative charges in the total amount of \$_____ have occurred and are now due.
- () Legal expenses in the amount of \$_____ have been incurred by the Association and are now due.
- () As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

Very truly yours,

Neva Manor Condominium Association
Board of Directors