

RULES AND REGULATIONS
OF
PRAIRIE VIEW TOWNHOMES CONDOMINIUM

PRAIRIE VIEW TOWNHOMES CONDOMINIUM

INTRODUCTION TO THE RULES AND REGULATIONS

The residents of Prairie View Townhomes Condominium are governed by the provisions of your Condominium Declaration (the "Declaration"), By-Laws and the Illinois Condominium Property Act as amended from time to time.

Pursuant to these documents, the Board of Managers (the "Board") of Prairie View Condominium Association (the "Association") has the power to adopt the rules and regulations governing the day-to-day use of the Common Elements and the activities of the residents as well as the details of the administration, management, operation and use of the buildings and grounds.

The rules and regulations detailed in this booklet are designed to enhance the lifestyle of all the residents and to provide comfortable surroundings, appreciating property values and orderly administration of the Association, however, this can only be achieved with the cooperation of all residents. Thus, while all residents are legally obligated to observe these rules, your voluntary acceptance and faithful observance will contribute even more towards maintaining the high standards set forth.

In fairness to all residents, the Board must enforce these Rules and Regulations consistently. Any violations will result in appropriate action being taken by the Board in accordance with its powers and duties on behalf of the entire Association.

PRAIRIE VIEW TOWNHOMES CONDOMINIUM

Monthly Maintenance Assessments

The monthly payments required of all residents are essential for the orderly and proper management and operation of the buildings and common areas we all share. The payments should be made payable to the Association and mailed and delivered to the Association on or before the first day of each month. In order to apply consistent enforcement of these payments, the following Rules and Regulations shall be used:

1. A "Townhome" Owner who does not pay the Association assessments within 30 days of when they are due, shall be subject to a service charge of up to 10% of the balance of the assessments for each month, or part thereof, that the balance remains unpaid.
2. In addition, the Association may take action to collect assessments that are unpaid for the current month in accordance with the By-Laws .

Limited and Common Elements-Description

1. Common Elements: shall include, but not limited to, all exterior site areas and improvements (above and below grade) and building elements other than Limited Common Elements as indicated in paragraph 2 below or delineated on condominium plat. Pipes passing through a "Townhome" to service another "Townhome", foundations and footings, sub surface drainage and pumps related thereto, interior demising concrete block walls, exterior building walls and fireplace chases, windows and patio doors, roofs, skylights, exterior metal attached to the buildings, eaves, gutters, downspouts, exterior walks and curbs, fences, detention walls and basin, exterior lighting attached to the building or post lights and electrical appliances related thereto, roads, garage and front entrance doors, landscaping, drainage swales, mail boxes, house numbers, exterior paint surfaces, etc.
2. Limited Common Elements: shall include driveways in front of each garage, front, side and rear yards, decks and balconies and courtyards at front entry and the interior area and volume contained in each "Townhome" as delineated on the condominium plat.
3. All Limited and Common Elements shall be as indicated on the condominium plat or as indicated herein or in the condominium declaration or the State of Illinois Condominium Act, as amended from time to time.

RULES REGARDING THE USE AND APPEARANCE OF THE COMMON AND LIMITED COMMON ELEMENTS

General

1. No basketball or other sports items are to be placed or attached on any Common or Limited Common Element, including but not limited to the building, driveway, garage, etc.
2. There shall be no storage of any toxic or flammable materials in Common or Limited Common Elements, or in the "Townhomes" (except those used for normal household purposes) .
3. There shall be no discharge of saline or other solutions onto the Common or Limited Common Elements.
4. Overhead doors shall be kept closed except as required for ingress or egress.
5. Noises shall not be permitted inside or outside that might disturb the peaceful enjoyment of the other "Townhome" Owners.
6. No rubbish, refuse, garbage or any sort or trash shall be permitted in or on any Common or Limited Common Elements except in refuse containers provided in the "Townhome" Owners rear yard or garage.
8. Lawns and landscaped areas on the Common Elements are for the use and enjoyment of all residents. Activities that may be destructive or injurious to the above should not be engaged in. The cost to correct such damage will be charged to the responsible party .
9. The common lawn must be kept free of all items such as furniture, lawn type games such as badminton, barbeque grills and recreational vehicles, toys, etc.
10. Flowers and plants are restricted to court yards, rear yards, patios and balconies only. No private plants are allowed on the Common Elements. Any unauthorized plantings or changes to the existing landscaping of Common Elements is not permitted and the responsible party shall be charged for the cost of restoration. All landscaping of the Common Elements is to be done by the professional landscape service designated by the Association.
11. All landscaped areas shall be kept clean and free of debris including but not limited to beverage containers, food and related waste, waste material of pets, paper goods of all sorts, etc.

12. No fences or other structures, decks, additions, etc., shall be erected unless approved by the Board. **Before construction of any approved fencing structures, decks or planting of trees, that might disturb power or utility lines, it shall be the responsibility of the "Townhome" Owner to locate all underground power, gas, cable, phone, and cable lines. It is essential the "Townhome" Owner contact J.U.L.I.E. AT 1-800-892-0123, who will locate said underground utility lines. In addition, the Board must approve, in writing, all proposed improvements, additions or alterations.**
13. **Do not turn the thermostat in any "Townhome" below 48 degrees at any time.** The "Townhome" Owner will be liable for damage to other "Townhome" Owner's "Townhomes" due to inadequate heat if it is determined that he or his tenants or guest turned the thermostat below this temperature.
14. Decks, Yards, Courtyards, Garages, Driveways and Balconies (Limited Common Elements)
 - A. "Townhome" Owners and occupants are responsible to keep decks, court yards and balconies clean and free from clutter, debris and litter.
 - B. Decks, court yards and balconies may not be enclosed or altered in any way without the permission of the Board.
 - C. No drying or airing of clothing, carpeting or laundry, or hanging of clothes lines is permitted on the balcony.
 - D. No awnings, sun shades, canopies, trellises, shutters, air conditioning units, radio or television antennae shall be affixed to or placed in, through or upon an exterior wall, door, window or roof or any part thereof, without prior written consent of the Board.
 - E. Signs, notices, and the like are prohibited on any Limited or Common elements or in any windows except as otherwise provided in the Declaration.
 - F. Dust mops, rugs, and the like shall not be shaken from, nor water or other refuse be disposed of, from balconies.
 - G. Decks and rear yards may **NOT** be used for storage of any kind, **except barbeque grills, patio furniture, misc. landscape equipment and must be free of clutter.** Court yards may not be used for any storage.
 - H. Balconies may not be used for storage of any type except for patio furniture and **potted** plants. No barbequing shall be allowed on the balconies. The "Townhome" Owner shall be responsible to avoid placing objects on the balcony that could cause damage to the rubber waterproofing. Suitable deck surfaces on the balconies shall be provided, as approved by the Board of Directors, should the "Townhome" Owner wish to use the balcony for patio furniture, or a walking surface.

- I. Railings and light fixtures must remain intact and the original colors must be retained.
- J. Storage of or parking of motorcycles, other motorized vehicles or bicycles is strictly prohibited on the balcony.
- K. There shall be no storage of boats, recreational vehicles, trucks, or trailers, in or on Common or Limited Common Elements for a period in excess of 24 hours. The Association shall have the right to remove the above vehicles and all costs related thereto shall be paid by the "Townhome" Owner violating this paragraph.
- L. No carpeting is to overlap the edge of the balcony.
- M. All plants on the balcony must be kept in containers which will prevent the soil from washing on to the Common or Limited Common Elements.

15. Landscaping

- A. It shall be the responsibility of the Association to provide all landscaping maintenance in all Common and Limited Common Elements except for the "Townhome" Owner supplied plants in Limited Common rear yards. Each "Townhome" Owner shall be responsible to water all plants in the front, side and rear yards of Limited and Common Elements unless otherwise directed by the Board. Failure to comply shall be considered a violation, in which case, the Board shall assess penalties accordingly.
- B. Lawns and landscaped areas on the Common Elements are for the use and enjoyment of all residents. Activities that may be destructive or injurious to the above should not be engaged in. The cost to correct such damage will be charged to the responsible party .
- C. The common lawn must be kept free of all items such as furniture, lawn type games such as badminton, barbeque grills and recreational vehicles, toys, etc.
- D. Flowers and plants are restricted to court yards, rear yards, patios and balconies only. No private plants are allowed on the Common Elements. Any unauthorized plantings or changes to the existing landscaping of Common Elements is not permitted and the responsible party shall be charged for the cost of restoration. All landscaping of the Common Elements is to be done by the professional landscape service designated by the Association.
- E. All landscaped areas shall be kept clean and free of debris including but not limited to beverage containers, food and related waste, waste material of pets, paper goods of all sorts, etc.

16. Motor Vehicles, Motorbikes and Motorcycles-Parking

- A. "Townhome" Owners and occupants are permitted to park the following vehicles on those portions of the Common and Limited Common Elements so designated (hereinafter referred to as "Permitted Vehicles"):
- (i) Passenger type automobiles having no more than four entry doors and/or 5 door station wagon or similar vehicle used solely for the use of transporting people.
 - (ii) Motorbikes that are registered and licensed to be ridden on Illinois roads and highways.
 - (iii) Emergency vehicles used for the health, life and safety for resident families.

17. Non-Permitted Vehicles

- A. All vehicles and motorcycles other than those defined above as Permitted Vehicles or any vehicles without current state license plates and appropriate municipal or county vehicle stickers, are Non-Permitted Vehicles. No trucks, trailers, campers, boat trailers, recreational vehicles or related equipment shall be allowed on the Limited Common or Common Elements. There are **no** exceptions to this rule.
- B. Vehicles shall be considered abandoned and not permitted if the following occur;
- (i) It is in a state of disrepair rendering it incapable of being driven in its present condition;
 - (ii) It has not been used or moved for fourteen (14) consecutive days and is apparently deserted. If you are going to be on vacation for more than 14 days, notify the Association.

18. Use of Driveways

- A. No vehicle shall be parked, maintained, or stored so as to obstruct passage of other vehicles or emergency vehicles on the Common Elements.
- B. All vehicle parking is restricted to the area assigned, unless, specifically authorized otherwise by the Board and/or its agents, and then, only for Association purposes. There shall be no parking or routes of passage across any other portions of the Common Elements, including all turf areas and sidewalks.
- C. Any **vehicle** that is parked, maintained or stored on a Common Element **may be removed** by the Association or any local authority **without notice** to the vehicle "Townhome" Owner and at the vehicle "Townhome" Owner's sole expense.
- D. Parking, maintenance or storage of Non-Permitted Vehicles, on any portion of the Common and Limited Elements, including driveways, is expressly prohibited.

- E. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to and egress from any public street or garages. Any vehicle that is parked, maintained or stored in violation of this paragraph, is considered to be interfering with emergency and other access for the protection of health, safety, comfort and welfare. Such **vehicles may be removed** by the Association **without notice** to the Owner of said vehicle and at the vehicle Owner's sole expense.

19. Trash Removal

- A. Trash cans contained within the "Townhome" or rear yard areas shall be placed in the front of each garage no greater than 10 hours before the scheduled trash pick up and returned to the "Townhome" or rear yard within 10 hours after the pick up.

20. Pets

- A. If a pet is annoying a resident in any way, you are strongly urged to first talk to the pet Owner yourself. Pet owners become so familiar with their pets that they may not notice a problem. Everyone benefits if you talk you problems over first with your neighbors. If you approach the matter in a friendly manner, you will probably find that they are cooperative.
- B. If the problem still persists, the Board will process written complaints.
- C. In order to provide a safe, peaceful and healthful environment for all residents, the following rules have been implemented:
- (i) Only dogs, cats, birds and fish may be kept in any "Townhome".
 - (ii) No pet is permitted on any Common Elements without a leash. No animal shall be leashed to any stationary object on the Common or Limited Elements, nor to any deck or balcony without the presence of the Owner or occupant resident.
 - (iii) No pet may be left unattended.
 - (iv) **Pet Owners must clean up all litter and droppings of their pets in Common Elements immediately.**
 - (v) No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage the Common Elements.
 - (vi) **A "Townhome" Owner is responsible for the actions of his pet.**
 - (vii) "Townhome" Owners and tenants shall not use their "Townhome" as pet-sitting facilities.

- (viii) "Townhome" Owners of pets are required to maintain them in a clean, safe and quiet manner. Complaints by neighbors or other residents concerning the cleanliness, safety or noise will be considered a violation of the Rules and Regulations.

21. Building Appearance (Interior & Exterior)

- A. No "Townhome" Owner shall modify colors or the exterior appearance of a "Townhome" or the site without the permission of the Board of Directors.
- B. Temporary window coverings such as sheets, bedspreads, papers, etc., must be removed within forty-five (45) days after occupancy.
- C. Sun screens or film are not permitted on windows without permission of the Board.
- D. No decks, fences or demising walls at rear yard shall be modified or painted/stained a different color without the permission of the Board.

22. Seasonal Decorations and Christmas Trees

- A. Seasonal decorations may be installed no earlier than (1) month prior to and shall be removed no later than (1) month after the date of the holiday.
- B. No external decorations are permitted except for decorations which can be placed on the front entrance door or decks.
- (i) No decorations which create a safety hazard will be permitted.

23. Snow Removal

- A. Every possible effort to clear the parking areas and sidewalks of snow shall be made by the Association. The Board shall further advise residents of snow removal procedures.

24. Rules Related to Leases, Tenant and Non-Residents and "Townhome" Owners

- A. All "Townhome" Owners who do not reside in the "Townhome" owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work, as well as the names and phone numbers of those who reside in the "Townhome". Any expenses of the Board incurred in locating a "Townhome" Owner who fails to provide such information shall be charged and assessed to that "Townhome" Owner.
- B. No "Townhome" Owner may lease less than the entire "Townhome", nor may the "Townhome" be leased for transient or hotel purposes. Every lease must be for a period of not less than one (1) year, unless the Board consents in writing to the contrary.

- C. Every lease shall be in writing and shall contain a provision that it is subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association. **A "Townhome" Owner shall be responsible for the actions of their tenants, resident or guests.**
- D. Each "Townhome" Owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws and Rules and Regulations of the Association. In addition, the Association shall be given a copy of every lease of any "Townhome" on the property not later than the date of occupancy or 10 days after the lease is signed, whichever occurs first.
- E. Procedure of Move-In, or Move-Out Is As Follows:
 - (i) Five (5) days prior to move, Board must be notified of same.
 - (ii) Damages caused to Common Elements as a result of a move will be charged to the responsible "Townhome" Owner.
 - (iii) In the event that a "Townhome" Owner does not notify the Board of the moving-in or out of a "Townhome", the "Townhome" Owner shall pay all costs incurred by the Association, including management cost, for inspection of the Common Elements to determine damage during the move. The "Townhome" Owner shall be responsible for all damage found by the inspection.
 - (iv) For security reasons, any suspicious move-in or move-out observed which appears to have not been cleared through the Board should be reported to the Board.

24. Procedures for the Sale/Lease/Renewal and Occupancy of "Townhome"s

- A. In the event of any sale or other transfer of the property, the following procedures must be complied with and approved by the Board prior to any new occupancy:

"Townhome" Owner

- (i) Must contact the Board prior to sale.
- (ii) Provide a packet including, date of closing, occupancy, move in and move out dates, a copy of the sales agreement, credit and character information, etc.
- (iii) Must return **completed** packet to the Board for distribution to the Board.
- (iv) Upon receipt of the packet, the Board must review the information contained therein and within seven (7) days thereafter advise the "Townhome" Owner of their decision, which shall not be unreasonably withheld.
- (v) Upon approval of the sale by the Board, an assessment letter will be sent.

- B. No "Townhome" Owner or tenant shall **move-in** or **out** of a "Townhome" without notifying the Board seventy-two (72) hours in advance.
- C. The "Townhome" Owner and tenant are jointly responsible for seeing that their guests comply with all Rules and Regulations of the Association.

25. Enforcement Policies

- A. If a "Townhome" Owner or resident violates or is otherwise liable for a violation of any of the provisions of the Declarations, By-Laws, and/or Rules and Regulations of the Association, as set forth herein the following shall occur:
 - (i) Upon the first documented violation, the Board will issue a warning letter to the alleged violator.
 - (ii) Upon the second or continuing violation, the offender shall be notified of the violation by the Board. The "Townhome" Owner shall be fined by the Board, in its' sole discretion. Fine must be paid within thirty (30) days of notification.
 - (iii) Upon further or continuing violations by an "Townhome" Owner, the matter will be forwarded to the Association's attorney for appropriate legal action and all expenses related thereto shall be paid by the "Townhome" Owner.
- B. Any "Townhome" Owner assessed hereunder shall pay such charges within thirty (30) days of notification that such charges are due. Failure to make the payment in this time shall subject the "Townhome" Owner to a late penalty fee equal to 10% of the unpaid fine for each thirty (30) day period it remains unpaid and to all of the legal or equitable remedies necessary for the collection thereof.
- C. Appeals: If any "Townhome" Owner or Resident feels that he has been wrongfully or unjustly charged with a violation hereunder, he must proceed as follows:
 - (i) Within ten (10) days after the "Townhome" Owner is notified of any violation, he shall submit, in writing, a protest to the Board stating the reasons the "Townhome" Owner feels he or his resident or guest has not committed a violation.
 - (ii) 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 will be held before the Board no later than two (2) weeks after receipt of the written protest.
 - (iii) At the hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After the hearing, the Board shall state its determination regarding the alleged violation or may elect to take the matter under advisement, in which event it shall state its determination within ten (10) days therefrom.

- (iv) Time is of the essence. Notices are deemed to be communicated when deposited in the United States Mail, postage prepaid, or faxed with verification thereof, to the "Townhome" Owner at the "Townhome" Owners address, or to such other address as the "Townhome" Owner shall have previously filed with the Board.

General Applicability

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations.

As can be easily be seen in reading these Rules and Regulations, the basic theme is a consideration for your fellow residents and a respect for the property. Your cooperation will be appreciated, but, in all fairness to everyone who follows these Rules and Regulations, violations will not be permitted and appropriate penalties will be assessed by the Board to enforce the Rules and Regulations.