

**Rules & Regulations**  
**Sandy Point Condominium Association**

The Sandy Point Condominium Association adopted and enforces the following rules in order to maintain the value and prestige our development.

**1. Building Units & Grounds**

- 1. No changes or alterations of any kind may be made to any architectural element visible from the outside, whether a Common Element or Limited Common Element, without prior written approval from the Board.**
- 2. All window coverings facing toward the outside must be white or off white.**
- 3. Garage doors must be kept closed when unattended.**
- 4. Storm doors shall be white.**
- 5. Only white or terra cotta flower planters shall be displayed on front porches. Small garden accessories and perennial flowers and plants may be added in the open areas near patios and garages. Nothing else is permitted on Common Elements without prior Board approval. All approved items on the Common Elements shall be maintained by the Unit Owner.**
- 6. No outside holiday decorations are allowed on the exterior of units except for holiday door or garage light wreaths. Small holiday decorations may be allowed on the front porches. The Board may incorporate an additional approval design for the front of units.**
- 7. Lakeside patios and decks shall not be used as storage areas and shall be maintained by the unit owner/occupant with an orderly and neat appearance. Entrance/Exit ground level access shall remain open.**
- 8. Screened porches are allowed on the basement walkout level only. The design shall conform exactly to the Board pre-approved architectural plan. They are the Unit Owner's responsibility and shall be painted to match the building trim and kept in good repair.**
- 9. Nothing shall be stored underneath decks/patios.**
- 10. No wood or gas burning fire pits or fireplaces may be used on patios, decks, balconies, or the Common Elements at any time. Outdoor cooking devices (e.g., grills, smokers) may be used on patios, decks or balconies only, and must be located not less than 3 vertical feet and 3 horizontal feet from all structures, or any further distance as may be necessary to prevent damage to the vinyl siding or any other outside surfaces of the buildings. Cooking devices to be used on wooden decks must be placed on a noncombustible pad at least one inch thick and extending 18 inches outward from the cooking device on all sides. (Village Ordinance No. 2006-11-460) Unit Owners will be held strictly liable for any/all damages resulting from the use of outdoor cooking devices, whether to his or her Unit, any other Units, and**

the Common Elements, and will be required to pay all costs of restoration. (Sandy Point Declarations, Paragraph 17(f)).

11. Window grilles shall not be removed. Unit Owners may be charged for replacement of missing grilles.
12. No signs shall be placed in windows, including, but not limited to “For Sale” and “Security” signs.
13. No sign shall be put anywhere on the Common Elements without prior approval by the Board.
14. Dogs shall be kept on a leash when in the common areas. Dog owners must “clean up” after their pets.
15. Garbage and recycling shall not be placed at the curb before 7:00 PM the evening before scheduled pickup per Village of Lake Zurich Ordinances. All trash and recycling bins shall be stored in garages except on collection day.
16. Residents and contractors will refrain from using power tools or otherwise creating a loud disturbance to others prior to 9:00 AM on weekends without written Board approval.

## **2. Rental & Leasing of Units**

1. Except as otherwise provided in the Illinois Condominium Property Act, the Declaration, the By-Laws and/or these Rules and Regulations, any Unit Owner shall have the right to lease or permit a subsequent sublease or assignment of his unit upon such terms and conditions as the Unit Owner may deem acceptable.
2. No Unit shall be leased, subleased or assigned for transient or hotel purposes, which are hereby defined as being for a period of less than thirty (30) days or for a period of more than thirty (30) days where hotel services normally furnished by a hotel (such as room service and maid service) are furnished.
3. The Unit Owner shall deliver to the Association a signed copy of the current lease (including any renewal lease) and the tenant information form not later than occupancy of the Unit by a tenant, or ten (10) days after the lease is signed, whichever occurs first.
4. It shall be the responsibility of the Unit Owner to provide the tenant with a copy of the Sandy Point Rules and Regulations.
5. No leasing or allowing someone other than the Unit Owner to reside in his or her Unit shall relieve the Unit Owner from the obligations imposed upon him or her or his or her Unit pursuant to the Illinois Condominium Property Act, the Declarations, the By-Laws and these Rules and Regulations. The Unit Owner shall remain primarily liable for these obligations. The Unit Owner shall be held solely responsible for the actions of his or her tenants. Any damage to the Common Elements caused by the acts or omissions of a tenant shall be charged to the Unit Owner.

6. As stated in the Declarations, units shall be used only as a residence for a single family. No industry, business, trade, occupation or profession of any kind, shall be conducted, maintained, or permitted on any part of the property.

### 3. Parking

Most of us are painfully aware of the limited parking available on the property. While the Board has obtained permission to park in the office parking lot in front of Sandy Point for major holidays only, please be mindful of our limited spaces and utilize your garage and driveway as much as possible.

1. No commercially licensed trucks, commercial vans, recreational vehicles, motorcycles, boats, snowmobiles, mobile homes, motor homes, trailers, or vehicles equipped to primarily carry cargo and equipment (such as ladder racks, tools/equipment mounted on the exterior of the vehicle, etc.) may be parked on the premises, except in residence garages, excluding delivery vans and workmen's vehicles which may be parked during the time business is being conducted.
2. Parking spaces are reserved for actively used vehicles only, and cannot be used for storage (ie: collector cars, hobby vehicles, recreation vehicles, cars for sale, etc.). All vehicles must have valid state issued license plates. The term "actively" means being utilized (other than mere moving) at least once per week. Exemptions may be granted for vacations, etc. by the Board. Violators may be subject to tow at the owner's expense.
3. All vehicles parked on the street must be parked on the west side (Rand Rd, side), facing south (toward Paulus Park). Vehicles parked in the angled parking area must be parked nose in unless authorized by the Board. No parking is allowed on the east side or other areas specifically marked and/or signed No Parking in order to allow emergency vehicles access and easy driveway access for residents, especially in the winter snow times.
4. Vehicles parked on the street without moving for more than seven (7) consecutive days without Board notification are subject to tow at owner's expense.
5. The boat ramp area is only for the use of resident's vehicles and trailers while loading and unloading boats. No parking or storage of personal property is allowed in this area.
6. Trailers with or without boats may not be parked on common ground for more than 24 hours without notification to and approval from either the Board or management company.

### 4. Boating Slip Policy

The boat slips at Sandy Point Condominiums are common elements owned by all of the Unit Owners as tenants in common in accordance with their respective percentages of ownership in the Condominium property. No Unit Owner or tenant shall have the right to use any particular boat slip exclusively on a permanent basis. Boat slips shall be assigned, reassigned and oth-

erwise governed by the Rules and Regulations adopted from time to time by the Board.

1. Annually, prior to the start of boating season, Unit Owners or Occupants (*if a unit is rented*) shall complete and submit a "Proof of Boat Insurance and Indemnification of Association" form indicating their boat is fully insured for the coming season. The Unit Owner's or Occupant's name(s) must be listed as the policy holder. Copies of the required form may be obtained from the Association's management company.
2. No boat may be launched from the Sandy Point ramp without a valid LPOA sticker on the boat. (VOLZ Ordinance - \$300 fine)
3. Only Unit Owners or tenant residents with Unit Owner permission may use the ramp.
4. Owners may only allow the use of their boat slip to other Sandy Point residents or immediate family members. These agreements are limited to the current boating season and take effect only after approval by the Board.
5. Under no circumstances shall any temporary boat slip assignments or usage rights be transferred between Unit Owners without the prior written consent of the Board. No unit Owner or tenant has the authority to transfer the right to use any particular boat slip.
6. Boat slip assignments exchanged without the prior express written consent of the Board shall be null and void.
7. When a Unit Owner sells his or her Unit, he or she shall be responsible for notifying the Unit purchaser of the location of the boat slip assigned to the Unit at the time of the sale.
8. Notwithstanding the foregoing, the Association shall have the authority, in its sole discretion, to reassign boat slip assignments at any time prior to or subsequent to the closing of the Unit sale transaction.

## 5. Boating

All boaters are required to adhere to the rules and regulations as set down in the village of Lake Zurich Ordinances, Lake Property Owners Association (LPOA) rules, and the Illinois Department of Natural Resources (IDNR) regulations. Copies can be obtained from the Lake Property Owners Association or from the Sandy Point LPOA representative.

1. The Association bears no responsibility whatsoever with regard to compliance with applicable rules and regulations.
2. No boats or water sports devices may be moored on the beach area or anywhere along the shore line. Boats must be docked at their assigned boat slip.
3. Motorized watercraft are prohibited within 100 feet of the beach area.

4. Boat lift installation, removal, maintenance and upkeep are the sole responsibility of the Unit Owner and done at their expense. *The Association does not insure nor bear any responsibility for boat lifts.*
5. Only approved boat awnings/canopies can be installed on the approved shore station. The Unit Owner is responsible for maintaining it in a good condition. If not kept in good condition, the Board may authorize the necessary repairs; all charges shall be billed back to the respective homeowner.
6. During the boating season piers must remain clear of personal property to allow residents to have safe access to their boats and to the dock itself.
7. Ropes and bumpers must be removed from pier at season end, no later than November 15<sup>th</sup>. After November 15<sup>th</sup>, any remaining items will be removed by the Board and costs billed back to the Unit Owner.

## 6. Beach and Piers

1. The beach area is provided solely for the enjoyment of the Sandy Point residents and their guests. The Unit Owner is responsible for the safety and behavior of their guests. Any violations will be issued to the Unit Owner.
2. **Persons swim at their own risk, there is no lifeguard on duty at any time. All are cautioned that areas around the piers are not checked or maintained for swimming.**
3. No open fires are permitted on the beach at any time.
4. No bottles or glassware are permitted on the beach at any time.
5. Unit Owners and guests using the beach area must remove their beach equipment, toys and trash when leaving the area.

## 7. Fines to be Assessed

Violations of the above rules may result in the following fines:

1. First offense – written warning/notification of the infraction
2. Second offense - \$25 fine
3. Third offense - \$100 fine
4. Fourth offense – Attorney action