

RULES & REGULATIONS OF TIMBERLEAF HOMEOWNERS ASSOCIATION

I **PARKING**

1. Guest Parking areas are for guests and not for regular use by homeowners and residents. No vehicles may be left in a guest parking spot for more than 24 hours. Guests have priority over homeowners for the use of guest parking spaces. On an occasional basis, homeowners may utilize **NO MORE THAN ONE** guest parking space per unit.
2. No trailers, boats, motor homes, trucks, or other recreational or commercial vehicles may be parked upon any part of the unit or parking areas. The only exception will be an owner's commercial van used for primary transportation, which may be stored in the Owner's garage.
3. Vehicles shall be in operating condition with valid State, County, and Municipal license plates and registrations.
4. Parking is prohibited on drives, fire lanes or walkways. Driving of vehicles in any area other than parking lots or roadways is prohibited, to insure access for emergency vehicles.
5. Repair work on vehicles is prohibited in the driveways and parking areas.
6. Homeowners noticing violations should contact the Property Manager. The Property Manager will give notice to the offender.

II **BUILDINGS**

1. The maintenance of the exterior of the building is the responsibility of the individual homeowner. This includes keeping windows, doors, exterior light fixtures, (including replacement of light bulbs), and patios clean and in good repair.
2. No alterations may be made to the exterior of the building, without prior written approval of the Board of Directors.
3. Storm Doors are required for the protection of the main doors. Only approved storm doors may be installed on the front door and rear sliding door. Storm doors are to be white, with clear plain glass, no designs.
4. Attachment of any objects to the exterior of the building is prohibited without prior written approval of the Board of Directors.
5. Seasonal lighting and decorations shall not be used other than from December 1 through January 15. No free-standing holiday displays shall be erected on common areas without prior written approval of the Board. Nothing will be attached to any building in such a way as to damage existing siding and trim (i.e., nails, screws, or bolts into siding, fascia, soffit or gutter).

6. Homeowners noticing violations should contact the Property Manager. The Property Manager will notify the offender. If there is no response from the homeowner, the Board has the right to authorize repairs. Any costs involved will be at the homeowner's expense. See enforcement procedures on the last page.

III PATIOS

1. Only normal patio items may be stored on patios, i.e., barbeque grills, lawn furniture and plants. Items which cannot be left on the patio include, but are not limited to: bicycles, boxes, trash, or other items not associated with a patio. Bird feeders and bird baths are not allowed.

IV PETS

1. Household pets such as cats and dogs are allowed, provided they are not bred or maintained for any commercial purpose. All animals must be kept in dwelling and must not create any type of nuisance or unreasonable disturbance. All pet owners are responsible for cleaning up after their pet(s).
2. The feeding of wild/stray animal is prohibited per a Wheeling Village Ordinance.
3. Permanent stakes for tethering pets is prohibited. Pets must be attended at all times. Leaving a pet staked and unattended is prohibited.

V NOISE

1. No noxious or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willingly or negligently, which may be an annoyance to the other owners or occupants.

VI SATELLITE DISHES THE INSTALLATION OF SATELLITE DISHES

Any owner interested in installing a satellite dish one meter or less in diameter should refer to the Associations' instruction for installation of satellite dishes,. Satellite dishes greater than one (1) meter are prohibited.

1. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. Any deviations must be approved by the Board of Directors prior to installation of the satellite dish. Satellite dishes may NOT be installed on Common Areas without the prior written consent of the Board.
2. 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.

3. 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.
4. 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.
5. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.
6. 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.
7. 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. Upon installation of the dish, the owner must execute the attached hold harmless agreement
8. 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. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance.
9. 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 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.

VII GENERAL

1. All lessors shall file a copy of the lease for their units with the Association within 30 days of the beginning date of the lease. The lease shall be in conformity with the Declaration, By-Laws, and Rules & Regulations, as amended from time to time. Owners are responsible for the acts of their tenants.
2. Monthly maintenance assessments are due on the first of each and every month. Payment not received by the 10th of the month is subject to a \$25.00 late fee. If

payment is not received within 60 days of the due date, legal action will be instituted to collect same.

3. Garbage or recyclable items may not be put out for pickup earlier than 6:00 PM the day before pickup. (According to Village of Wheeling Ordinance). At all other times, reusable receptacles and garbage bags must be stored out of sight and in the interior of the units. The only acceptable receptacles are covered garbage cans or tightly secured dark colored durable plastic bags. White bags are not permitted. If any litter remains after pickup, it must be removed by the Unit Owner. Homeowner's must make special arrangements with the Scavenger service to pick up any large, oversized items.
4. No changes can be made to the landscaping without prior written approval of the Board of Directors.
5. No signs shall be placed outside an owner's dwelling. (This includes FOR RENT or FOR SALE signs).
6. No power driven vehicles, i.e. go-carts, snowmobiles, mini bikes, shall be placed into operation on any portion of the common elements.
7. No owner shall be allowed to store household goods or other materials within any garage in such a manner that it prevents such garage from being used as an off-street parking space.
8. No clothes, sheets, blankets or laundry of any kind shall be displayed on any part of the common elements, including patios and balconies. Common property shall be kept free and clear of all rubbish, debris and other unsightly materials; and no waste shall be permitted thereon. Trash, garbage, and other waste shall be disposed of in a clean and sanitary manner.
9. Each unit owner shall maintain his/her unit in good condition at his/her own expense and shall not do or allow anything to be done in his/her unit or the common elements which may increase the cost of or cause the cancellation of insurance on other units or on the common elements. Examples of such behavior includes children climbing trees, bike riding in the common areas.
10. Individual garage sales will not be allowed. The Timberleaf Homeowner's Association will support an association garage sale to be held once per year.
11. Each owner is responsible for the actions of him/herself, and his/her family members, guests and tenants.
12. All rules and regulations violations are subject to fines. With the exception of Rule VI(2), the first offense is \$25.00; the second offense is \$50.00; the third and each successive offense is \$100.00 per violation.

ENFORCEMENT PROCEDURES

1. A written complaint form is to be sent to the Management Company setting forth the name and address of the alleged violator, date of alleged violation and a detailed account of the alleged violation. (Form included, Exhibit A)
2. The Management Company will then forward a letter to the owner setting forth the alleged violation, the length of time which will be allowed to cure the problem, the amount of fine will that be levied and the appeals procedure.
3. The alleged violator will have the right to due process and be able to pursue his/her appeal to the Board, and if the alleged violator does pursue his/her appeal, the Board will hold a hearing at a regularly scheduled meeting. Once the Board has heard the alleged violator's position, the Board will then decide whether to enforce or to rescind the fine. (The hearing, discussion, and determination can be held in a closed meeting. Once the determination is made, the regular meeting will be reconvened, and the vote to accept or reject the appeal will be taken by the Board.) If the alleged violator does not appeal, this step is omitted.
4. If the Board determines that the fine is to be levied, the Management Company is notified and the fine is assessed on the next month's assessment.
5. If the fine is not paid within a 60 day period, the Management Company will notify the Association's attorney, who will prepare and send a 30-day notice.
6. The balance of the procedure is exactly the same as in cases where a unit owner defaults on a payment of monthly assessments. If the thirty day notice is not honored, a suit in forcible entry and detainer is filed in the Circuit Court of Cook County and litigation ensues. A judgement will be obtained against the defaulting unit owner and a writ of possession granted to the Association, with execution to be stayed for sixty days.

The procedures set forth above are a brief summary of the actual steps involved once a fine has been levied. Please see the Declaration for further clarification.

RULES AND REGULATIONS TIMBERLEAF HOMEOWNERS ASSOCIATION

Owners should be aware upon purchasing a dwelling at Timberleaf that a Townhome Association such as ours requires a continuity of appearance and adherence to the rules of the Association.

The role of the Timberleaf Board of Directors is to oversee the enforcement of the by-laws of the Association. Strict administration of the rules is an important element in maintaining the appearance of the property, the safety and security of the owners and their guests, and providing guidance when disputes occur. One of our goals is to assure property values are maintained. To achieve these goals, adherence of the rules and regulations is mandatory.

Therefore, enclosed please find a condensed version of the by-laws most frequently violated, as determined by the Board of Directors. Homeowners wishing to contest alleged violations are urged to read carefully the complete set of by-laws.

Please refer any questions regarding the Rules and Regulations of the Association to the Property Management Company.

Exhibit A

Witness Information Sheet

DATE

NAME (of Witness)

NAME (of alleged offender)

ADDRESS

(and/or) ADDRESS

PHONE NUMBER

Date and time of Incident

Location of Incident

**In the space below, provide specific details or an accurate description of the violation.
(Attach additional pages and/or supporting photographs as needed.)**

***I, the undersigned, do hereby assert that the information set forth herein is complete and accurate to the best of my knowledge. I, the undersigned, also agree to cooperate with any enforcement procedures including, but not limited to, providing testimony at any hearing or trial which may be necessary.**

***Signature**

Date