

**Wellington Park of Palatine  
Homeowners Association**  
St. Mark's Place  
Palatine, Illinois 60067

**RULES**

**AND**

**REGULATIONS**

ADOPTED  
February 27, 1996

EFFECTIVE  
March 1, 1996

REVISED  
May 25, 2004

REISSUED  
November 10, 2007

REVISED  
March 24, 2021

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## WELCOME

The Association welcomes you to Wellington Park of Palatine. We sincerely extend to you our best wishes and welcome you to your new home. We are sure you recognize the need for rules and regulations to keep things running smoothly and to insure pleasant, comfortable, and enjoyable living in our community.

The information, Rules and Regulations contained in this booklet have been established by the Wellington Park of Palatine Homeowners Association and help us to achieve and maintain our goals, as well as comply with the Declaration and By-Laws of the Wellington Park of Palatine Homeowners Association and all other applicable State and Local Statutes and Ordinances. Owners should thoroughly review their copy of the Declaration and By-Laws for additional information regarding rights and responsibilities of ownership.

The Board realizes that most residents desire to routinely observe the rules and regulations. However, to ensure understanding, it is necessary to clearly identify and communicate Association policy. That is the purpose of this booklet.

Thank you,

The Board of Directors  
Wellington Park of Palatine Homeowners Association

## RULES AND REGULATIONS BOOKLET

Each Owner is provided with one copy of the Rules and Regulations Booklet. Additional copies may be purchased from the management company at the cost of \$25.00 per copy, payable to the Wellington Park of Palatine Homeowners Association. The Rules and Regulations are also available electronically on the Wellington Park Owners portal. Every new lessee must be given a copy of the Rules and Regulations Booklet by the Owner.

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth herein.

The Rules and Regulations are binding upon all Owners, residents, their families, guests and tenants. Exceptions to the Rules may be made only in writing, signed by the Board following a written request by an Owner.

## RULES AND REGULATIONS

for

### THE WELLINGTON PARK OF PALATINE HOMEOWNERS ASSOCIATION

The Wellington Park Rules and Regulations are adopted in accordance with the authority set forth in Section 7.01 (h) of the By-Laws of The Wellington Park of Palatine Homeowners Association with an effective date of March 1, 1996.

#### PREAMBLE

These Rules and Regulations have been adopted with the intent of providing the residents of The Wellington Park of Palatine Homeowners Association with a practical plan for day-to-day living at Wellington Park of Palatine, extracted from the technical language of the Declaration, By-Laws, Illinois Law and Palatine Village Ordinances.

The Board's goal is to maintain the property as a first-class Association and to provide the residents with specific information that will be reviewed on an ongoing basis by the Board of Directors.

However, the Board is not a police department and in order to have effective Rules and Regulations, it requires the cooperation of all the residents of the Association.

Unless the Board, through its Managing agent, is notified of rule infractions by the people that witness them, the Rules cannot be enforced. Each resident's cooperation and participation is encouraged.

Respectfully submitted,

The Board of Directors  
The Wellington Park of Palatine Homeowners Association

## GENERAL INFORMATION

### BOARD OF DIRECTORS & MEETINGS

The Board of Directors for our Association is comprised of five (5) members. The Board is elected at the Annual Owners Meeting, which is held in October. All Owners are appropriately notified of meetings and are encouraged to attend.

The Board members are responsible for the direction and administration of the property. Officers are elected by the Board members. Officers consist of a President, Vice President, Secretary, Treasurer and a Member at Large which is known as a Director.

If you would be interested in serving as a member of the Board, please contact the management company. Any Owner is eligible. A candidate form is to be completed and made available to all owners regarding one's intent prior to elections. All ballots cast are the property of the Homeowners Association and are available, upon request by a homeowner for public review. Such a review is subject to costs of the management company and to be paid by the requesting homeowner. If you cannot serve as a member of the Board, perhaps you may be willing to serve on the Grounds and Maintenance standing committee.

### MANAGEMENT COMPANY

The Board of Directors hires a management company to handle the day-to-day business of The Wellington Park of Palatine Homeowners Association. The management company is under contract and, in general, is responsible for the conduct and performance of all maintenance and services contracted and paid for through your Association.

For emergency situations, questions and request for maintenance, please contact the management company.

The management company referred to in this document is

c/o Mperial Asset Management LLC

Location -110 N.Brockway Street,Suite 320,  
Palatine, IL 60067

Phone: (847)757-7171

Email: [wellingtonparkhoa60067@gmail.com](mailto:wellingtonparkhoa60067@gmail.com)

## OWNERS EMERGENCY INFORMATION

All Owners, WHETHER RESIDING AT THE PROPERTY OR NOT, shall provide the Association with their permanent residence mailing address, telephone number and email address where they may be reached in an emergency - both at home and at work. Any expenses of the Association incurred in locating the Owner who fails to provide such information shall be assessed to that Owner's assessment account. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit, and the Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving notice.

To receive and update all information regarding residents, owners and renters, the Wellington Park Census Form is to be annually completed by the owner. This census form is available on the Homeowners Portal and the Portal is to be used to submit the form to the management company. The first census is to be completed by May 2021, and thereafter, updated each year by January 31. Exhibit I is a sample of the Census form.

## DEFINITIONS

**OWNER:** Shall mean and refer to the Owner of Record, whether one or more persons or entities, of a fee simple title to any Parcel which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

**COMMON AREA:** Shall mean all real property (including the improvements hereto) owned by the Association for the common use and enjoyment of the Owners.

**PARCEL or LOT:** Shall mean and refer to any plot of land shown upon Plat of Subdivision or Survey of the Property (with the exception of the Common Area) and upon which one individual townhouse dwelling unit is constructed.



## GENERAL PROVISIONS

The use, maintenance, and operation of the Common Areas shall not be obstructed, damaged, or unreasonably interfered with by any Owner, nor shall anything be stored in the Common Areas without the prior consent of the Board except as hereinafter expressly provided. Each Lot shall be maintained and kept in good order and repair.

No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung or exposed on any part of any Lot or Common Area. All Common Areas shall be kept free and clean of rubbish, debris, and other unsightly materials.

Torn or unsightly window coverings are not permitted. Appropriate window coverings are required on all windows. Temporary coverings such as sheets, bedspreads, etc., must be removed within (60) sixty days after occupancy.

In order to keep a uniform appearance among the Lots, garage doors shall not be kept open unnecessarily.

Lots shall be used for residential purposes or ancillary residential purposes by a single family, or a person or single family to whom the Owner shall have leased the property. All residence leases, home office and home business uses are subject to such provision as established and periodically reviewed by the Board of Directors. The office and business provisions shall allow for maintaining a professional library, keeping of personal business or professional records or accounts, or handling personal business or professional telephone calls or correspondence. Home offices and businesses are also subject to applicable Village of Palatine ordinances.

Each Owner is responsible for any damage to Common Areas caused by themselves, their residents, their guests, their pets, or persons engaged by them to perform services, as a result of negligence, carelessness, or misuse. All costs of repair or replacement, along with enforcement costs, if appropriate, will be added to the Owner's assessment account.

## NOISE AND OFFENSIVE ACTIVITY

Statement of the Policy: Owners, residents, his/her family or guests shall not commit any nuisance or disturbance to his/her neighbor either willfully or negligently by means of but not limited to: loud conversation; playing of radio, television, recording devices or musical instruments; exercising, etc., at any time. Please keep noise to a minimum during early morning hours and after 10:00 p.m. Noisy parties will not be tolerated. Nuisances or disturbances are to be reported to the Palatine Police Department.

Statement of Violation: Noncompliance with the approved policy.

Method of Detection: A) Observation by a Board Member or the Managing Agent  
B) Written complaint by any Owner or Resident.

Responsibility: A) In general, the observer may file a complaint regarding the circumstances and necessary identification and location of the violation and wherever possible, of the violator, to the Managing Agent. B) The Managing Agent will send a Notice of Violation to the Owner and will place a detailed statement of the violation in the Owner's file. Owners will have an opportunity to respond.

IT IS THE RESPONSIBILITY OF THE OWNER TO FILE A COMPLAINT WITH THE PALATINE POLICE DEPARTMENT.

### MAINTENANCE

The Owners are responsible for any problems within their townhouse. For EMERGENCY problems call the management company. Service calls may be chargeable to the Owner when the service performed is not covered by the Association.

Decks, doors and/or windows in disrepair, including failed glass thermo seals, damaged screens, and frames, must be repaired within thirty (30) days of receipt of a written violation notice from the Association. In the event the Owner fails to make repairs within the prescribed period of time, the Association may cause to affect all necessary repairs and/or replacements. All costs of repair and/or replacement, along with enforcement costs, if appropriate, will be added to the Owner's assessment account.

All windows and doors (including exterior entry and garage doors) are the responsibility of the Owner. All windows, including sliding doors, are to be repaired to the same standards as original regarding the same color for frame and mullions; and all are to include the original design of mullions.

### ALTERATIONS & ADDITIONS

No alterations or additions may be made to any of the Common Areas without prior written permission by the Board of Directors. Should you wish to make an alteration or addition to the Common Areas at your address, contact the management office to obtain an Alteration & Additions Application form (Exhibit "A"). This form must be completed, signed, submitted and approved by the Board prior to any work being performed.

Architectural Control: No building, fence, wall or other structure shall be commenced, erected, or maintained upon the Property nor shall any exterior addition to, or change or alteration thereto, be made until the plans or specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to the quality and harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event that said Board fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it at a regular meeting of the Board, approval will not be required, and this paragraph will be deemed to have been fully complied with.

Antenna: No radio or television antenna, or tower shall be erected on any Lot or Common Area or attached to the exterior of any dwelling unit except for a master television antenna and transmission system, if so approved in accordance with Article 11, Section 7 of the Wellington Park of Palatine Declaration.

Each Owner shall keep his Parcel and certain portions of the exterior of his townhouse in a clean, sightly and healthful condition, including glass surfaces, patio and deck areas and other improvements installed by an Owner. In the event an Owner fails or refuse to do so, the Association, at its sole option and upon reasonable notice, may elect to enter the Parcel and perform such obligations and the cost of such maintenance shall be added to and become a part of the assessment to which such Parcel is subject.

All Decks must be cleaned and stained periodically (including the undersides of balconies) as deemed necessary by the Board of Directors. Said cleaning and staining must be done in accordance with the specifications attached hereto and made a part hereof entitled "MAINTENANCE SPECIFICATIONS FOR EXTERIOR PAINTING".

The Board of Directors reserves the right to periodically review the condition of the decks and to enact future Rules & Regulations similar to this one as it deems necessary.

#### BIRD FEEDERS / BIRD BATHS

Owners are permitted to maintain one (1) Bird Feeder on their Lot or in the immediate vicinity of their Lot. Bird Baths anywhere on a Lot or on the Common Area are specifically prohibited. Bird Feeders may not exceed 12" x 6" x 12" in dimension. Owners are strictly responsible for the maintenance of a Bird Feeder and any accompanying waste caused by its implementation.

#### FEEDING OF ANIMALS

Given the location of our property near the forest preserve, the placing of any kind of food on the ground is strictly forbidden so not to attract raccoons, ground hogs, coyotes, etc.

#### ORNAMENTS / TRELLISES / DECORATIVE LIGHTS / RAIN GAUGES

Decorative ornaments, i.e. stones, plaques, statutes, wrought iron decorations, wind chimes, etc., are permitted only on an Owner's Lot. Ornaments are limited to one (1) per Lot. Any such ornament shall not exceed 12 inches (12") in height and 12 inches (12") in diameter. No ornament may be permanently affixed to any portion of a building or other structure. Trellises, or other such fixtures, are specifically prohibited on the Lots or Common Area. Malibu lights, in-ground lanterns, strings of lights, rain gauges, etc., are specifically prohibited on a Lot or the Common Area.

## GAS / PROPANE GRILLS AND CHARCOAL GRILLS

1. Should Owners use a charcoal BBQ grill on their Lot, such grills are not permitted on a deck but may be used in a driveway or behind one's residence when positioned at least 10 feet from combustible material and out from under eaves or overhanging branches. The grill shall be returned to storage in one's garage after use.
2. Should Owners use a Gas/Propane Grill on their Lot, other than on the back deck, ie: driveway, said grill shall be returned to storage in one's garage after use.

## OPEN FIRES

Open fire of any kind which include tiki torches, fire pits and any kind of fireworks are prohibited on common property or an owner's property and decks by ruling of the Palatine Fire Marshall.

## DECKS

The placement of the following items on either the upper or lower decks, or under the lower deck, are strictly prohibited: chicken wire or other unsightly barriers, strings of lights, swings attached by chains or ropes.

## UNDER DECK STORAGE

Storage of unsightly materials under the decks of a Lot is strictly prohibited. Unsightly materials include, but are not limited to the following: wheelbarrows, garbage receptacles, unused planters, etc.

## FLOWER BASKETS

Hanging Flower Baskets/Planters at the front of a Lot are limited to two (2) per Lot. Hanging Flower Baskets/Planters are restricted to no more than twenty-four inches (24") per planter. Any such Basket/Planter shall not exceed five feet (5') in height and twenty-four inches (24") in diameter. No Basket/Planter may be permanently affixed to any portion of a building or other structures.

## ALARM SYSTEMS / MOTION DETECTORS

Exterior Motion Detectors which trigger Motion Lights and Sound Alarms are strictly prohibited on a Lot or the Common Area.

## PORTABLE SPORTS STRUCTURES

Portable Sports Structures, i.e. Basketball hoops, hockey/soccer goals, etc., are allowed on a Lot when in use. When not in use such structures must be returned to garage or another interior area of the Lot. In no event shall such a structure be placed upon the Common Area.

## LANDSCAPING

A landscaping and maintenance service has been retained to care for the grass, shrubs, trees and other plantings on all common properties. No Owner is permitted to trim, transplant, or remove any existing plantings. The following restrictions will apply if an Owner chooses to plant his/her own flowers or foliage plants.

All plantings must have prior written Board approval before planting. An Owner must complete a Landscaping Change Request form (Exhibit "B") and receive prior written Board approval before any landscaping changes can be implemented.

Extending existing shrub and/or landscape areas or creating new landscaped areas by cutting back or removing existing sod or grass on common property is prohibited.

Annuals may be planted by Owners/Residents in existing planted beds on their Lots and in the immediate vicinity of their Lots without Board approval. Maintenance is to be provided by the Owners/Residents and all dead plants must be removed at the end of the planting season by the Owners/Residents; and in addition, planting beds must be placed back to their original condition.

All edging of plant beds must be in black plastic at a height not to exceed 4". All plantings must not exceed 30 inches in height. All mulching must be done with hardwood mulch, brown in color. This must be used in all mulching areas.

## DISPLAY OF FLAGS

### A. Definitions:

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

A Military Flag shall be defined as a flag of any branch of the United States Armed Forces or the Illinois National Guard made of fabric, cloth, or paper displayed from a staff or flagpole or in a window. A Military Flag shall not include a depiction or emblem of a military flag made of lights; paint; roofing,

siding, or paving material; flora or balloons; or any other similar building, landscaping, or decorative component.

- B. In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations governing the display of American and Military Flags:

The display of any other flags, banners, pennants, posters, or like hangings is strictly prohibited.

The display of the American Flag shall be subject to the provisions of Title 4 of the United States Code, Chapter 1 (The Flag), Sections 4 through 10.

If a flag is displayed in a window, the size of the flag may not be larger than the width of one windowpane. If placed in a balcony window, then no wider than 40 inches. If placed in one of the bedroom windows, then no wider than 20 inches.

A flagpole or mount may not be installed on any portion of the Common Areas except for the following: a flagpole or mount may be installed on that portion of the property under the exclusive use and control of an Owner, specifically the balcony of an Owner's Unit, or that portion of the exterior of the building that is immediately adjacent to the owner's unit, subject to the limitation in Section B(5) below.

The flagpole or mount may not be permanently attached to the balcony railings nor permanently attached to the bricks of the building. The pole or mount must be free standing on the balcony and installed in such a way that it does not fall or cause any damage to the common elements of the building. If an owner desires to install the flagpole or mount to the side of their unit, the owner must contact the Board to determine the manner in which the pole or mount will be attached.

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 flagpole or mount.

Once installed, the owner will be responsible for the maintenance of the pole or mount. If additional cost is required to maintain the portion of property on which it is installed, the Board may assess this cost back to the Unit Owner.

The Owner shall be responsible to fund the entire cost of any maintenance, repair or replacement to the property resulting from installation of the flagpole or mount. In addition, the Owner must restore the property to its original condition upon removal of the flagpole or mount if necessary. Owner does hereby indemnify and hold harmless the Board of Directors of the Association,

its agents and members, from any claims for maintenance or damages to the flag or flagpole or mount. Owner shall display any flag at their own risk.

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 the flagpole or mount, including the payment of any and all costs of litigation and attorneys' fees resulting there from. 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 flagpole.

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

### ASSESSMENTS

In order to meet monthly operating expenses and in accordance with the By-Laws, assessment fees must be paid on or before the first (1st) of each and every month when due. The method of payment will be specified by the management company.

Assessment payments not received by the management company on or before the fifteenth (15th) of each month are considered late/delinquent. A late/delinquent payment fee of \$25.00 will be charged to any account with a balance due after the fifteenth (15th) of each month. Proper legal action may be pursued according to the Assessment Collection Policy (Exhibit "C"). All assessments received are credited toward the oldest balance due.

### INSURANCE

Owners/Residents shall be individually responsible for insuring their personal property on their Lots, their personal property stored elsewhere on the property, and their personal liability to the extent not covered by the liability insurance for all Owners obtained by the Association.

Every Owner shall maintain an insurance policy which, at a minimum, covers replacement costs for the Owner's home in the event of fire or other catastrophic occurrence. The insurance policy must be a Townhouse policy and not a Condo policy. A

copy of said policy must be provided to the Association's Board of Directors through its Managing Agent on an annual basis or as otherwise prescribed by action of the Board of Directors. The Wellington Park of Palatine Homeowners Association must be named on said policy as an additional insured. Said policy must require that the insurance agent notify the Association in the event of cancellation of said policy regardless of the reason for the termination of said policy. Failing to annually provide a statement of insurability to the management company within 30 days of the policy renewal date will result in a fine of \$25.00.

### LEASING YOUR TOWNHOUSE

Refer to the Declaration and By-Laws. Contact the management company for information regarding the procedures to be followed, any paperwork required, and any processing fees currently in effect.

A "Rider to Lease", in the form of Exhibit "D" shall be added to the lease and shall be signed by all parties executing the lease. This "Rider to Lease" form can be obtained from the management company. The Owner leasing the unit must deliver to the Management Company a copy of the original signed lease and a copy of the original signed Rider to Lease" (Exhibit "D").

The Owner is responsible for providing the proposed lessee(s) or boarder with a copy of the current recorded Declaration and By-Laws and a copy of the current Rules and Regulations. Copies may be purchased through the management company.

All leases must be for a minimum of thirty (30) days.

The names of all lessee(s) or boarders must appear on the lease.

No lessee(s) may rent out or sublease any portion of the unit to boarders.

Any replacement or new lessee(s) to be added to an existing lease, or any Owner who wishes to allow the unit to be sublet, must follow all procedures applying to a new lease.

If the Owner is renewing an existing lease, the Owner must deliver to the management company a copy of the original signed lease and a copy of the original signed "Rider to Lease" (Exhibit "D") a maximum of ten (10) days after execution of the lease renewal.

Failure to comply with any of the rules for leasing may result in assigning a fine to the Owner. The fine will be in addition to any costs which may be incurred as a result of action taken by the Association.



## SELLING YOUR TOWNHOUSE

Refer to the Declaration and By-Laws. Contact the management company for information regarding the procedures to be followed, and paperwork required, and any processing fees currently in effect.

The Owner is responsible for providing the proposed purchaser(s) with a copy of the current recorded Declaration and By-Laws, and a copy of the current Rules and Regulations. Copies may be purchased through the management company.

The seller must notify the management company of the purchaser(s) name and proposed date of sale.

## MOVING

Moving hours are limited to 7:00 a.m. to 8:00 p.m. The Association reserves the right to stop moves which begin before or extend beyond the above designated hours.

## PETS

No animals, other than ordinary household pets, i.e., dogs and cats, etc., shall be raised, bred or kept anywhere on the property. Exotic pets (i.e., snakes, lizards, spiders, etc.) are strictly prohibited. No animals of any kind may be kept, bred or maintained for any commercial purpose.

No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Area as determined by and in the sole judgment of the Board.

The Owner of every animal shall be responsible for the immediate removal and sanitary disposition of any excreta deposited by a pet anywhere on the Common Area, regardless of who is attending the pet. Residents are prohibited from using the grounds around the entrance to Wellington Park, the Circle and the area around the mailboxes for the purpose of walking their pet and are subject to a violation fine.

Pets must be attended at all times. All pets must be on a leash controlled by the Owner or other responsible person while outdoors on any Common Area. Owners may not attach leashes to any part of a Lot or Common Area.

All pets shall be in compliance with Village of Palatine requirements and ordinances.

An Owner is responsible for the actions of pets belonging to anyone residing in or visiting a Lot, and the costs of repairing any damage caused by a pet shall be assessed to the Owner.

## REFUSE AND RECYCLABLES

Refuse and Recyclable containers must not be placed outside at the curb prior to 5:00 p.m. on the day before the scheduled pick up. After the pickup has been completed, all Refuse and Recyclable containers are to be placed in the garage by midnight of that day.

Any litter remaining on the ground after pickup must be removed by the Owner/Resident.

Owners/Residents are responsible for ensuring that all refuse and recyclables stay in containers. Failure to comply with this provision may subject the Owner to a fine.

Due to the Village of Palatine's contract with the Refuse Company, plastic or metal refuse containers are prohibited for curbside pickup.

Owners/Residents must contact the Village of Palatine Scavenger Company for pick-up of large items, i.e. appliances, etc.

## EXTERNAL DECORATIONS

External holiday or special occasion decorations are permitted on a temporary basis. Such decorations may not be installed until one (1) month prior to the date of the holiday and must be removed not more than one (1) month after the holiday.

Decorations are not permitted on roofs, sidewalks or driveways.

Materials used for the hanging and/or displaying of decorations may not be permanently affixed to any exterior part of the building or Common Area.

Any damage caused by the display of decorations to the building or Common Areas shall be repaired by the Association and the costs will be added to the Owner's assessment account.

## SIGNS

A limit of one "For Sale" sign, no larger than 5 square feet, may be maintained on any Lot. One "Open House" sign may be placed on a Lot during daylight hours on weekends only.

One (1) sign, not measuring more than 2 feet by 2 feet, may be displayed on an interior window within an individual unit, except for:

Commercial signs for advertising purposes defined as those that promote a product or service.

Signs that are deemed potential offensive or disruptive to the community as determined by the Board.

Except for "For Sale" and "Open House" signs noted in part A above, no signs shall be permitted on the exterior of an individual unit or in the common areas.

Garage Sale signs are only permitted during the time of an actual garage sale activity.

## VEHICLES

### A. PERMITTED VEHICLES

Private passenger carrying automobiles including station wagons, vans, pick-up trucks and other similar vehicles, in a fully drivable and operable condition and used primarily for the transportation of passengers.

Lightweight recreational motor vehicles, excluding campers, capable of being parked inside the garage space with the garage door closed and provided, however, that lightweight recreational vehicles shall:

- display a "B", "RV" or other passenger license plate,
- have no more than four (4) wheels,
- have a curb weight of less than eight thousand (8,000) pounds,
- have an overall length of less than twenty (20) feet,
- have an overall width of less than seven (7) feet,
- be a design that does not impede entry and exit of neighboring garages, driveways or parking spaces,
- not be used for any commercial endeavors and/or have visible accessories such as but not limited to, advertising, snow plows, ladder racks, tool boxes (except all purpose truck utility chests not to exceed six (6) inches above truck bed), material handling equipment, moving and delivery equipment, chemical and/or paint supplies, cleaning and janitorial materials, and construction tools and supplies of any sort.

Registered motorcycles and motorbikes licensed to be ridden on public roads and highways.

Emergency vehicles which fit into any of the descriptions above.

All vehicles above shall display a valid registration plate and sticker.

B. NON-PERMITTED AND ABANDONED VEHICLES

No Owner, tenant of an Owner or person residing in any Parcel, may park a camper, recreational vehicle or commercial vehicle (including semi-trucks, box trucks, buses, taxicabs and trailers) on his Parcel, any other Parcel, or any portion of the Common Area.

An abandoned vehicle is any vehicle which is in a state of rendering it incapable of being driven in its present condition; or which has not been used or moved for at least seven (7) consecutive days and has no prior written permission from the Board; or which does not have current, valid state license plates and/or a municipal sticker; if required; or which are such that the acts of the vehicle Owner and the condition of the vehicle clearly indicate abandonment.

C. GENERAL RULES REGARDING VEHICLES

Vehicles may not be parked so as to obstruct passage of other vehicles on the property. All vehicles shall be parked within permitted limits or within the lines or other marked boundaries for such vehicles. Motorized four wheeled vehicles may not be parked diagonally or crosswise on driveways or other parking areas.

Vehicles may not be parked upon the Street, sidewalks or any other portion of the Common Area dedicated to Village except as may be necessary for temporary loading and unloading.

Commercial vehicles may only be kept on the property if parked in a garage with the overhead door closed. Commercial vehicles may be parked in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by a resident of the Association or by the Association.

The Board, in its sole discretion, may allow parking, maintenance or storage of boats, trailers, campers, limousines, taxis, hearses, trucks, vans, resident owned commercial, recreational and non-passenger vehicles or other type vehicles by residents or guests under such terms and conditions the Board determines. Any such permission shall be in writing prior to parking, maintenance or storage, signed by the Board or its duly authorized agents and addressed to the resident requesting it.

No unauthorized motorized vehicle of any nature, including but not limited to snowmobiles, mopeds and minibikes, shall be operated on the Common Area.

Vehicles shall be moved at the direction and/or request of the Board or management when necessary for maintenance to the parking areas or to facilitate snow removal.

All vehicles shall be moved from guest parking areas when the snow fall exceeds two (2) inches.

#### D. ENFORCEMENT

The provisions set forth herein are intended to supplement but not replace the policies and procedures regarding enforcement, which are fully applicable to all violations under these Vehicle Rules and Regulations.

In the event of a violation of these Vehicle Rules and Regulations, the Board or its duly authorized agents shall, where practicable, send a "Notice of Violation" (Exhibit "F") to the Owner and/or shall affix a Parking Violation Notice (Towing Sticker) to the vehicle, preferably on the driver side window. Any Parking Violation Notice which is affixed to the vehicle shall contain such information as the Board deems appropriate.

Any failure to attend a Notice of Violation Hearing under these rules may be deemed an admission of the violation and may result in costs and expenses being assessed to the Owner. In addition to providing notice of any violation in accordance with the above provisions, the Board also may take any or all of the following actions:

Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations. All such records of violations shall be kept by the Association in the manner designated by the Board.

Identify or attempt to identify the resident whose vehicle is causing the violation or whose guest or invitee is causing the violation.

Identify or attempt to identify the vehicle owner, if not a resident, and notify the vehicle owner of the violation.

Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.

In addition to the other provisions for enforcement contained herein and in the Policies and Procedures Regarding Enforcement, the Board shall have the authority to tow vehicles which are parked in violation of these Rules and Regulations under the following circumstances:

When a vehicle has been abandoned (refer to Vehicle Rules and Regulations "B") and a notice of such violation was affixed to the vehicle at least seven (7) days earlier, whether the notice was removed or not, the vehicle may be towed without further notice to the vehicle owner.

When a vehicle is parked in a fire lane or is parked in a manner which presents an immediate danger to the property or to the health, safety and welfare of any person thereon, the vehicle may be towed without notice to the vehicle owner.

When a vehicle is parked in violation of any of these Vehicle Rules and Regulations and the owner of the vehicle has been found guilty of at least three (3) prior violations of any provisions of these Vehicle Rules and Regulations, the vehicle may be towed upon the occurrence of the fourth or subsequent violation with twenty-four (24) hour notice posted on vehicle only.

Any time a vehicle is towed pursuant to these Vehicle Rules and Regulations, all costs and expenses incurred shall be the responsibility of the Lot Owner/vehicle owner. Any additional expenses incurred by the Association in connection with any tow, including reasonable attorneys' fees, also will be the responsibility of the Lot Owner/vehicle owner.

#### E. NOTICES AND AUTHORIZATION TO TOW

In order to ensure that potential violators have notice of the fact that their vehicle may be towed, and in accordance with the requirements of the law as set forth in Chapter 18a-100, et seq. of the Illinois Vehicle Code, the Association will have signs posted on the property giving notice that violators of the Vehicle Rules and Regulations may be towed.

The Board may enter an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Vehicle Rules and Regulations.

#### F. COSTS

All costs related to enforcement of any of the Vehicle Rules and Regulations, including reasonable attorneys' fees, will be the responsibility of the Lot Owner/vehicle owner.

#### G. RESPONSIBILITY

The Association is not responsible for loss or damage to vehicles or for injury to persons or property in the parking areas.

## ENFORCEMENT PROCEDURES

If someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by an Owner, the managing agent, a resident or a member of the Board of Directors. A Violation Complaint Witness Statement form (Exhibit "E") prescribed by the Board shall be sent to the management firm or the Board.

## POLICIES AND PROCEDURES REGARDING ENFORCEMENT

Any complaint which alleges a violation of the Declaration, By-Laws or Rules and Regulations, may be submitted by any Board Member, employee of the Board, resident or employee of the managing agent and shall be submitted to the Board in writing containing:

The name, address and phone number of the complainant.

The Owner's name (if known), address where the Owner or resident complained of resides.

The specific details or description of the violation, including the date, time and location where the violation occurred.

A statement from the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings which may become necessary for a continuing violation.

The Owner shall be sent a Notice of Violation and Hearing (Exhibit "F") to appear before the Board of Directors or its designated hearing committee not less than ten (10) days in advance of the Hearing date. No copies of complaints, letters, photographs or other materials shall be released until presented at the scheduled hearing.

The Board, or its committee, shall hear from all parties involved in the complaint and shall conduct a brief, informal hearing. At the time, all evidence shall be presented and may be examined by the accused. Thereafter, the Board/committee shall deliberate in private and report its findings to the Board of Directors.

The Board shall, at its next regularly scheduled meeting, ratify the findings of the hearing, reject them or modify them, and thereafter notify all parties, via a Notice of Determination (Exhibit "G"), as to the findings. The decision of the Board of Directors shall be final.

If an Owner or a resident is found to have violated any of the provisions of the Declaration, By-Laws or Rules and Regulations of the Association, the following may occur:

1st Violation: No fine. Any expenses incurred by the Association and/or any actual damages repaired at Association expense may be assessed to the Owner. The Board reserves the right to impose a reasonable fine for a first violation, or when the violation is of a particularly egregious nature.

2nd Violation: A fine of \$50.00 and any expenses incurred by the Association and/or any actual damages repaired at Association expense may be assessed to the Owner.

3rd Violation: A fine of \$75.00 and any expenses incurred by the Association and/or any actual damages repaired at Association expense may be assessed to the Owner.

Subsequent Violations: A fine of \$10.00 per day or occurrence and any expenses incurred by the Association and/or any actual damages repaired at Association expense may be assessed to the Owner for a continuing violation.

The preceding cumulative fine structure will be levied on violations of each sections of Declaration, By-Laws and or Rules and Regulations occurring within a twelve (12) month period.

In the event the alleged violation is a continuing violation of the Declaration, By Laws and/or Rules and Regulations, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Owner's account, if the Owner or tenant is found guilty in accordance with the Declaration.

Any Owner assessed a fine for damages shall pay any charges with the following month's assessment payment. Failure to make the payment in the allotted time shall subject the Owner to all of the legal remedies available for the collection of the delinquent assessments.

The Board retains the right to forward any matter relative to the Rules and Regulations to the Association's attorney.

### SATELLITE DISHES

In the interests of the health, safety, and welfare of the Association, the Board has adopted the following Rules and Regulations:

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.



Satellite dishes may only be installed on portions of property which an Owner owns or are within their exclusive use or control. Satellite dishes are to be installed in such a manner that they do not face the street side of the property. Satellite dishes may NOT be installed on the Common Areas. Any deviations must be approved by the Board of Directors prior to installation of the satellite dish.

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.

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.

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.

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.

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.

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 there from. 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.

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.

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.

## SOLAR PANELS

The installation of solar panels to the roof or any part of the building or grounds is not permitted under these current Rules and Regulations.

## MAINTENANCE SPECIFICATIONS FOR EXTERIOR PAINTING

### **1.01 Scope of Work**

- |    |                            |  |
|----|----------------------------|--|
| A. | Project Name               | Wellington Park                            |
| B. | Project Location           | Dundee Road (Rt. 68)<br>Palatine, Illinois |
| C. | Designated Owner Agent     |  |
| D. | Cabot Field Representative |  |

### **1.02 Analysis of Current Conditions**

Wellington Park is a residential complex with two-story townhomes. The structures at this location were **constructed in 1995**. Each home includes a deck, approximately 100 sq/ft in size, which is constructed of kiln-dried cedar pressure treated with Chromated Copper Arsenate. The decks were coated with Thompson's Water Seal. Currently, the surfaces can be described as in fairly good condition. However, some surface checking, splitting, and weathering of wood fibers is evident in areas. A recent moisture meter reading indicates that most boards are in the 10% - 11% range. However, in areas where runoff is apparent, boards are currently in the 20% range.

### **1.03 Products**

Unless otherwise specified, all cleaning and staining products are manufactured by Cabot Stains, Newburyport, MA. No product substitutions will be permitted without written authorization of Owner Agent.

All materials must be in their original containers complete with manufacturer's label, except material blended on site prior to application.

Sample brush outs should be performed in a location designated by the Owner Agent for final color acceptance. Liquid samples are available directly from Cabot Stains.

#### **1.04 Surface Preparation**

**Power Washing:** An effective surface preparation method to treat peeling, mildew and tannin bleed problems is to power wash. For standard power wash cleaning and rinsing, use a maximum of 1500 psi at 3 gpm and a minimum 25 degree tip size. Be sure to follow all power washing manual instructions. Always test a small area to ensure desired results will be achieved. For tougher stain or paint removal purposes, use 2500 psi at 4 gpm and a maximum 15 degree tip size. Use extreme caution when decreasing the tip size to 15 degrees. Be sure not to damage the wood with high pressure. Cabot Problem-Solver Wood Cleaner or Brightener can be used through the chemical injection systems on some power washers. However, check owner's manual to ensure proper dilution ratios will be maintained. Allow the cleaning solution to remain on the affected areas for 15 - 20 minutes before rinsing with a clean water power wash.

**Peeling:** Be sure to remove all loose and peeling stain or paint.

**Hand scraping and sanding** are the most common methods. Power washing, power sanding, sandblasting and chemical stripping can be done; however, they require greater skill and experience and should be done by professionals. When chemical stripping, be sure to neutralize the chemical ingredients after application and check the wood substrate to ensure that the surface has been completely neutralized before staining. When chemically stripping, be sure to carefully follow manufacturer's instructions and recommendations.

**Mildew:** Test for mildew using a 50/50 mixture of household bleach and water. If mildew is present, the area will lighten. All mildew must be completely removed prior to the stain application. Apply Cabot Problem-Solver Wood Cleaner at a 1 to 4 ratio with water. Using a pump-type garden sprayer, start at the bottom of the surface and work your way up, doing small sections at a time. Allow the solution to remain on the affected areas for 15-20 minutes. Stubborn areas may require scrubbing. Do not allow the solution to dry on the surface. If the surface begins to dry quickly, lightly mist with water. Rinse the solution off using a garden hose at a maximum pressure or a high pressure washer. It may be necessary to increase the ratio of Wood Cleaner, depending on the severity of the mildew. All surrounding foliage should be lightly misted with

clean water prior to the Wood Cleaner application and rinsed down with clean water immediately after cleaning.

**Tannin Bleed:** Cedar (Tannin) Bleed stains should be removed. Tannin bleed appears when moisture infiltrates wood of the cedar and redwood families. Tannin is a naturally occurring water-soluble tree resin. Tannin presents itself when the water and tannin solution come to the surface of the wood. The water evaporates, leaving behind a red-brown discoloration. To remove tannin bleed discoloration, which is not harmful to the wood, apply Cabot Problem-Solver Wood Brightener at a 1 to 4 ratio with water. Using a pump-type garden sprayer, start at the bottom of the surface and work your way up, doing small sections at a time. Allow the solution to remain on the affected areas for 15-20 minutes. Stubborn areas may require scrubbing. Do not allow the solution to dry on the surface. If the surface begins to dry quickly, lightly mist with water. Rinse the solution off using a garden hose at maximum pressure or a high pressure power washer. It may be necessary to increase the ratio of Wood Brightener, depending on the severity of the tannin bleed. All surrounding foliage should be lightly misted with clean water prior to the Wood Brightener application and rinsed with clean water immediately after cleaning.

**Moisture:** Test the moisture content of the wood using an electronic moisture meter. Moisture readings should be below 15% for maximum adhesion and performance of the stain. Moisture readings above 15% can lead to premature coating failure, therefore measures must be taken to identify and correct the excessive moisture conditions. Readings taken before power washing and then 3 - 5 days after washing should be the same and must be less than 15% before beginning the stain application.

Replace all rotten or damaged wood. Replacement wood should be back primed/stained prior to installation to reduce potential moisture damage.

Hammer flush and/or re-nail all protruding nail heads.

Caulk any exposed joint or water entry points with a high performance, paintable exterior caulk with either acrylic or silicone acrylic, polysulfide or a polyurethane base. Do not use "bargain" or pure silicone caulks.

If solid stain is to be used, seal all knots with an alkyd based knot sealer.

## **1.05 Application**

Do not begin work until surfaces have been satisfactorily prepared. Association's representative should examine existing surfaces to verify that surfaces have been properly prepared to receive coatings.

Contractor must have Material Safety Data Sheets for all products being used prior to the start of any work. Contractor is to comply with all local, state and federal health, safety, environmental and fire regulations.

Do not apply in direct sunlight, to a hot surface or when air or surface temperature is below 50 degrees Fahrenheit or over 90 degrees Fahrenheit.

Do not apply over a wet or damp surface or when rain is imminent.  
Stir stain thoroughly before and occasionally while using. If the job requires more than one batch, blend them together.

Apply evenly with a brush. Best results can be obtained using a high quality brush. See Cabot Technical Data Sheets for specific spray tip recommendations.

Be sure to follow all label instructions.

The painting contractor will produce a "Properly Painted Surface". A "Properly Painted Surface" is one that is uniform, in appearance, color and sheen. It is one that is free of foreign material, lumps, skins, runs, sags, misses, strike-through, or insufficient coverage. It is a surface which is free of drips, splatters, spills, or overspray which were caused by the contractor's work force. Compliance to meeting the criteria of a "Properly Painted Surface" shall be determined when viewing without magnification at a distance of five feet or more under normal lighting conditions and from a normal viewing position.

Protect shrubs, plants, landscaping items, adjacent surfaces and items not part of this work from splattering, spillage, and overspray.

Remove spills and overspray from adjacent surfaces. Restore to original condition or replace with new materials to the satisfaction of the Owner Agent.

The Contractor will be required to clean the job site at the end of each day, removing any debris created.

"Touch-Up Painting and Damage Repair- Financial Responsibility".  
*Painting and Decorating Contractors of America*, Standard PDCA PI-92.  
1992, p.2.

## **1.06 Products**

Topcoat: Apply one coat of Cabot Decking Stain Cape Cod Gray (#1443).

## **2.07 Maintenance Schedule**

Depending on exposure and geographical location, re-evaluation of the finish should take place every 2- 4 years.

Washing with Cabot Problem-Solver Wood Cleaner and restaining following the manufacturer's label instructions is recommended.

Samuel Cabot Inc.  
100 Hale Street  
Newburyport, MA 01950  
Technical Service: 1-800-US-STAIN  
Copyright 1996: Samuel Cabot. Inc.

EXHIBIT "A"

**ALTERATIONS & ADDITIONS APPLICATION**

HOMEOWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

DESCRIPTION OF IMPROVEMENT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DIMENSIONS: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_ APPROXIMATE COST: \_\_\_\_\_

A SKETCH OF ALL IMPROVEMENTS MUST BE ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSION RELATIVE TO EXISTING STRUCTURES.

AS OF THE APPROVAL DATE OF THIS ALTERATION, I ACCEPT FULL RESPONSIBILITY FOR THE ALTERED AREA AND WILL MAINTAIN IT IN A SAFE AND PRESENTABLE CONDITION.

\_\_\_\_\_  
SIGNATURE

DATE

\*\*\*\*\*

FOR INTERNAL USE ONLY

DATE RECEIVED \_\_\_\_\_ BY: \_\_\_\_\_

APPROVED ON: \_\_\_\_\_ BY: \_\_\_\_\_

REASON FOR DISAPPROVAL: \_\_\_\_\_

FINAL INSPECTION BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ORIGINAL TO FILE:

EXHIBIT "B"

**LANDSCAPE CHANGE APPLICATION AND REVIEW FORM**

HOMEOWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

NATURE OF IMPROVEMENT: \_\_\_\_\_

LOCATION OF CHANGE: \_\_\_\_\_

LANDSCAPING MATERIAL: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_ APPROXIMATE COST: \_\_\_\_\_

DRAWINGS AND SKETCHES OF ALL IMPROVEMENTS MUST BE ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS.

AS OF THE APPROVAL DATE OF THIS ALTERATION, I ACCEPT FULL RESPONSIBILITY FOR THE UPKEEP, REPAIR, REPLACEMENT, ETC. OF THE ALTERED AREA AND TO MAINTAIN IT IN A SAFE CONDITION. I INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS MEMBERS FROM AND AGAINST ALL LIABILITY, LOSS, DAMAGE OR EXPENSE (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) INCURRED BY THEM DUE TO CORRECTING AND THAT WHICH IS AESTHETICALLY ACCEPTABLE AS DETERMINED BY THE BOARD.

\_\_\_\_\_  
SIGNATURE

DATE

\*\*\*\*\*

FOR INTERNAL USE ONLY

DATE RECEIVED \_\_\_\_\_ BY: \_\_\_\_\_

INSPECTED ON: \_\_\_\_\_ BY: \_\_\_\_\_

APPROVED ON: \_\_\_\_\_ BY: \_\_\_\_\_

REASON FOR DISAPPROVAL: \_\_\_\_\_

\_\_\_\_\_  
FINAL INSPECTION BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ORIGINAL TO FILE:



EXHIBIT "C"

ASSESSMENT COLLECTION POLICY

<u>ACTION</u>	<u>DATE OF ACTION</u>
Assessment Due	1 <sup>st</sup> of each Month
Grace Period	15 <sup>th</sup> of each Month
<b>Statement and Addition of \$25 Late Fee</b>	16 <sup>th</sup> of each Month
30 Day Notice of Intent to File Forcible Detainer and Eviction Action and Lien	16 <sup>th</sup> of each Month
File Forcible retainer and Eviction Action and n	30 Days after Notice

All of the above actions are to be taken **AUTOMATICALLY** in each and every case. Consistency of application of this policy will avoid charges of special and unusual application of the By-Laws.

ANY and ALL legal fees incurred by the Association in an attempt to collect assessments will be charged to the Owner as provided in the Declaration and By-Laws.

Adopted: February 27, 1996

Effective: March 1, 1996

Amended: March 15, 2006

EXHIBIT "D"

**RIDER TO LEASE**

This rider is added to the attached lease in accordance with the Rules and Regulations of the Wellington Park Homeowners Association. By the rider the undersigned parties to said lease expressly acknowledge that every lease and the parties thereto, shall be subject in all respects to the Rules and Regulations of the Association and any failure by the Lessee to comply with the terms thereof shall be in default under the lease.

The Board of Directors of the Wellington Park Homeowners Association (the "Board") shall be a third party beneficiary of said lease and shall be entitled to all available legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce.

By our signatures below, we certify that the Lessor has provided, and the Lessee has received a copy of the current Declaration, By-Laws and Rules and Regulations of the Wellington Park Homeowners Association.

\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal) \_\_\_\_\_(Seal)

NOTE: A signed original of said lease and the Rider must be given to the management company for its records in accordance with the Rules and Regulations.

\*\*\*\*\*  
Please complete the following information provided herein and immediately reported it to the management company.

**Lessor Information**

**Tenant Information**

\_\_\_\_\_  
Emergency Phone – Home  
\_\_\_\_\_  
Emergency Phone – Work  
\_\_\_\_\_  
Mailing Address  
\_\_\_\_\_  
City – State – Zip

\_\_\_\_\_  
Emergency Phone – Home  
\_\_\_\_\_  
Emergency Phone – Work

Adopted: February 27, 1996

Effective: March 1, 1996

EXHIBIT "E"

**VIOLATION COMPLAINT – WITNESS STATEMENT**

PLEASE PRINT OR TYPE. Complete all of the information about which you have personal knowledge. If unknown, please state so. Attach additional sheets if necessary.

**INFORMATION CONCERNING WITNESS(ES) TO VIOLATION**

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Witness Name Number	Address	Phone
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---

Witness Name Number	Address	Phone
------------------------	---------	-------

**INFORMATION CONCERNING VIOLATOR**

---

Violator's Name Number	Address	Phone
---------------------------	---------	-------

---

Violator's Name Number	Address	Phone
---------------------------	---------	-------

**INFORMATION CONCERNING VIOLATION**

Violation Date \_\_\_\_\_ Time \_\_\_\_\_ Location \_\_\_\_\_

Declaration \_\_\_\_\_ By-Laws \_\_\_\_\_ Article-Section-Paragraph \_\_\_\_\_

Witness' Observation

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I MAKE THE ABOVE STATEMENT BASED UPON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS. IF I REFUSE TO TESTIFY AFTER BRINGING THIS COMPLAINT, I AGREE TO PAY ALL COSTS

AND ATTORNEYS' FEES LOST BY THE ASSOCIATION AS A RESULT OF MY FAILURE TO TESTIFY.

---

Signature

---

Date

*Wellington Park of Palatine*

EXHIBIT "F"

Date \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Palatine, IL 60067

**NOTICE OF VIOLATION**

A report has been filed with the Association accusing you of violating the Association's Declaration, By-Laws or Rules and Regulations, Article \_\_\_\_\_, Section \_\_\_\_\_, Paragraph \_\_\_\_\_.

The actions complained of occurred on or about \_\_\_\_\_ and are described as follows:

**HEARING**

You have the right to present a defense and evidence regarding the accusation at a mutually agreeable scheduled meeting. Following this meeting the Board will determine if a violation occurred, if a fine should be levied, and whether any other appropriate action should be taken.

Please attend this Hearing as the Board of Directors will proceed with or without you being present.

Board of Directors  
Wellington Park Homeowners Association

Adopted: February 27, 1996

Effective: March 1, 1996

EXHIBIT "G"

**NOTICE OF DETERMINATION**

On \_\_\_\_\_ you were notified of a violation of the Declaration, By-Laws or Rules and Regulations of the Association. Pursuant to the Association Rules:

- ( ) A hearing was held on \_\_\_\_\_.
- ( ) You have admitted to the violation by default and waived your right to a hearing regarding the violation.

After considering the complaint, the following determination has been made and the following action will be taken:

- ( ) You were found NOT GUILTY and no action will be taken.
- ( ) A \_\_\_\_\_ violation of the Association's Declaration, By-Laws or Rules and Regulations has occurred and a fine of \$\_\_\_\_\_ is 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.
- ( ) Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.
- ( ) As the 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 any expenses incurred will be assessed to your account.

Board of Directors  
Wellington Park Homeowners Association

Adopted: February 27, 1996  
1996

Effective: March 1,

EXHIBIT "H"

**SATELLITE DISH ALTERATIONS & ADDITIONS FORM**

HOMEOWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

DESCRIPTION OF IMPROVEMENT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DIMENSIONS: \_\_\_\_\_

SUPPLIER: \_\_\_\_\_ APPROXIMATE COST: \_\_\_\_\_

A SKETCH OF ALL IMPROVEMENTS MUST BE ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSION RELATIVE TO EXISTING STRUCTURES.

AS OF THE DATE OF THIS ALTERATION, I ACCEPT FULL RESPONSIBILITY FOR THE ALTERED AREA AND WILL MAINTAIN IT IN A SAFE AND PRESENTABLE CONDITION. I FURTHER DECLARE THAT THE SATELLITE DISH HAS BEEN INSTALLED IN CONFORMANCE WITH THE ASSOCIATION'S RULES & REGULATIONS.

SATELLITE DISHES MAY ONLY BE INSTALLED ON PORTIONS OF PROPERTY WHICH AN OWNER OWNS OR ARE WITHIN THEIR USE OR CONTROL. SATELLITE DISHES ARE TO BE INSTALLED IN SUCH A MANNER THAT THEY DO NOT FACE THE STREET SIDE OF THE PROPERTY.

\_\_\_\_\_  
SIGNATURE

DATE

\*\*\*\*\*

FOR INTERNAL USE ONLY

DATE RECEIVED \_\_\_\_\_ BY: \_\_\_\_\_

FINAL INSPECTION BY: \_\_\_\_\_ DATE: \_\_\_\_\_

ORIGINAL TO FILE:

EXHIBIT "I" (Sample Only, Complete Online)

**WELLINGTON PARK - CENSUS FORM**  
**PLEASE COMPLETE IN FULL AND PRINT CLEARLY**

*In order to protect your family and property in case of emergency, it is imperative that our office be able to reach you as quickly as possible. The Board of Directors for your Association believes a current homeowner/resident directory is essential in enabling immediate communication between owner, tenant, the Board and our office.*

*Please rest assured that this information will be kept confidential and will only be available to our office and the Board of Directors, unless you provide direct authorization to share it with other members of the Association by way of a Homeowner Directory.*

<b>UNIT ADDRESS:</b>	<b>ACCT#:</b>	
<b>OWNER NAME:</b>		
<b>OWNER ADDRESS:</b>		
<b>MAIN PHONE:</b>	<b>WORK:</b>	<b>CELL:</b>
<b>OWNER EMAIL #1</b>		
<b>OWNER EMAIL #2</b>		

*Please remember, if you are leasing your unit, you are required to provide our office with all leasing documentation prior to occupancy and upon lease renewal thereafter, and you are also required to provide your tenant(s) with a copy of your Association's Rules and Regulations and ensure compliance.*

<b>TENANT NAME:</b>		
<b>TENANT PHONE:</b>	<b>WORK:</b>	<b>CELL:</b>
<b>TENANT EMAIL #1</b>		
<b>TENANT EMAIL #2</b>		

**HOMEOWNER AGREES TO RECEIVE CORRESPONDENCE FROM REALMANAGE AND THEIR ASSOCIATION BY EMAIL. (EMAILED CORRESPONDENCE WILL BE IN ADDITION TO, NOT IN LIEU OF, REGULAR MAIL, UNLESS A RESPONSE IS RECEIVED CONFIRMING RECEIPT OF THE EMAILED CORRESPONDENCE.)**

**I AUTHORIZE REALMANAGE AND THE ASSOCIATION TO INCLUDE THE ABOVE INFORMATION IN A HOMEOWNER DIRECTORY, SHOULD THE ASSOCIATION CHOOSE TO PROVIDE ONE TO THE ENTIRE MEMBERSHIP.**



**IF WE CANNOT CONTACT YOU IN AN EMERGENCY, WHOM SHOULD WE CALL?**

**NAME &**

**RELATIONSHIP:** \_\_\_\_\_

**HOME PHONE:** \_\_\_\_\_

**WORK / CELL PHONE** \_\_\_\_\_

**LIST ALL OCCUPANTS and year of birth for children:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

**LIST AND DESCRIPTION OF ALL PETS:**

\_\_\_\_\_  
\_\_\_\_\_

**LIST ALL VEHICLES BELONGING TO UNIT RESIDENT(S):**

<b>YEAR</b>	<b>MAKE</b>	<b>MODEL</b>	<b>COLOR</b>	<b>PLATE #</b>

**HOMEOWNER INSURANCE COMPANY:** \_\_\_\_\_

*I hereby acknowledge all information on this form to be correct and valid.*

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_