

**CAPRI CONDOMINIUM
ASSOCIATION
RULES AND REGULATIONS**

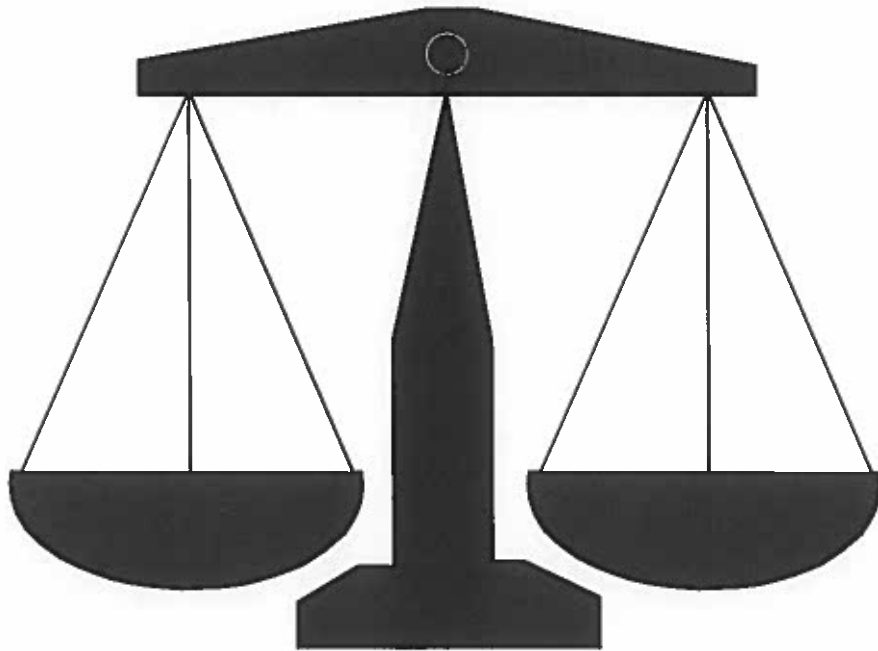


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INTRODUCTION:

It is the policy of the Board of Directors to establish the minimum number of rules and regulations for the Capri Condominium Association. However, condominium living does require certain rules in order for each of the residents to enjoy the maximum benefits of their home without interfering with the rights of other residents to fully enjoy their homes.

The Rules and Regulations, including your rights and obligations, are set forth in the declaration, which you accepted when you purchased your unit. The declaration provides that the Board of Directors may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the property, and for the health, comfort, safety and general welfare of the owners and occupants all units.

Experience has shown that cooperation and compliance with the rules and regulations of condominium living are necessary. Even minor infractions could cause disputes.

Effective enforcement of the Rules and Regulations require the participation and cooperation of all residents of the community. While the Board and management will do their part to ensure that the rules and regulations are enforced, it is impossible for them to act as a police department. If at all possible, please try to discuss any violations of the rules and regulations with your neighbor before notifying the board of a violation. Many formal warnings and fines can be avoided by effective communication. If, however, a real problem exists, homeowners should inform the board so that appropriate action can be taken. Unless the residents that witness them notify the board, through the Management Company, of a rule infraction, the rules cannot be enforced.

This manual has been reviewed by legal counsel and adopted by the Board of Directors. The information contained herein is for the benefit of the unit owners, residents and management to ensure understanding and cooperation of all concerned. Repeated violations of these rules and regulations will result in appropriate legal action being taken by the Board.

It is our hope that all homeowners do their best to follow these rules and regulations. By working together, we can ensure that Capri remains a premier condominium association.

I. PROCEDURE

Enclosed you will find a consolidated, updated copy of the Rules and Regulations of the Capri Condominium Association. Set forth below is a brief summary of the procedures that will be followed in cases of alleged violations.

1. In accordance with Section 18.4(e) of the Illinois Condominium Property Act, if someone is believed to be in violation of any of the provisions of the Declaration, by-laws or Rules and Regulations, a signed, written complaint must be submitted to the board of directors. A written complaint form prescribed by the Board shall be sent to the management firm.
2. The person charged with the violation will be given written notice of the complaint, informing him of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, they will have the opportunity to defend themselves. All hearings will proceed with or without the presence of the accused unit owner, so long as notice has been sent in advance. The findings of the hearing will be submitted to the Board or Directors, for disposition at its next regularly scheduled meeting.
3. If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the assessment account of the unit in which the guilty person resides and collected with the monthly assessment.
4. There will be a \$50.00 fine for a first violation, provided the Unit Owner has not been fined for the same violation within the last year, the fine will be \$100.00 for the second violation and the third and each successive offense will be \$200.00 per violation unless the Rules and Regulations stipulate otherwise.
5. Any unit owner charged hereunder shall pay any charges levied within thirty days of notification that it is due. Failure to make the payment within this time shall subject the unit owner to all of the legal remedies necessary for the collection thereof.
6. In the event of any violation of the Rules and Regulations, Declarations, or by-laws of the association, the board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending unit owner at the time they are incurred.

II. PARKING

The parking rules and regulations of Capri are designed to promote and maintain the appearance of the properties highest standards. The Board sincerely requests your cooperation in adhering to these policies and regulations.

Permitted Vehicles

1. Vehicles in operating condition with valid State, Country, and Municipal licence plates and registration.
2. Passenger type automobiles have no more than five (5) entry doors, specifically excluding limousines or hearses used for personal purposes.
3. Motorbikes and Motorcycles that are registered and licensed to be ridden on Illinois roads and highways.

4. Light weight recreational vehicles and small trucks, excluding campers, provided, however that the lightweight recreational vehicle shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand (8000) pounds, shall have an overall length of less than twenty (20) feet and shall have an overall height of less than seven (7) feet.

Non-Permitted Vehicles

1. All other vehicles other than those defined as Permitted Vehicles or any vehicles without current state licence plates and appropriate municipal vehicle stickers or commercial vehicles of any type or kind.
Commercial Vehicles include:
 - a. Trucks or vans having commercial advertising on the body thereof or any truck or van size in excess of eight thousand (8000) pounds and/or having an overall length of twenty (20) feet.
 - b. Tractor cabs and trailers where weight is an excess of eight thousand (8000) pounds and/or having an overall length of twenty (20) feet.
 - c. Any type of vehicle used primarily for commercial purposes
 - d. Power Driven vehicles, i.e., go-carts, snowmobiles, minibikes, shall not be placed into operation on any portion of the common element.

Vehicles may not be parked, maintained or stored so as to obstruct passage of other vehicles on the Property. Parking across sidewalks is strictly prohibited. Parking in-between both North end units is considered a fire obstruction.

All vehicles are restricted to the units designated garage space, which includes the space immediately in front of the garage or driveway. Parking in the visitors parking space in the south end of all units is strictly prohibited.

Auto repairs and miscellaneous maintenance may not be done outside the garage. Any damage done to the Common Element as a result of these repairs will be the responsibility of the unit owner.

Vehicle engines may not be left running in a closed garage.

Motorcycles are not allowed on patios, balconies, sidewalks or grass areas.

Cars must be parked perpendicular to garage doors.

Boats and trailers must be parked inside the garage. Oversized vehicle and self-contained motor homes can not be parked on the driveways. The Board will make individual determinations.

No exterior alterations can be made to the garage doors.

Parking is permitted in the streets on the south side of Harrison as long as it does not obstruct any garage and driveway entrances.

Enforcement:

In the event of a violation of these rules, the authorized individual will be notified so that the contracted towing company can come and remove any vehicles in violation

III. SATELLITE DISHES

In order to keep the aesthetic appearance of Capri Condominium Association in a good and orderly manner; the Board has adopted the following Rules and Regulations:

1. Any owner interested in installing a satellite dish one meter or less in diameter should notify the Board and obtain instructions for installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.
2. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. The Board is requiring satellite dishes to be installed s_____. Any deviations, including on the backside of the roof or plant beds, must be approved by the Board of Directors prior to the installation of the satellite dish.
3. No more than one (1) antenna of each provider may be install.
4. To protect the health, safety and welfare of the residents, the Board strongly recommends that all satellite dishes be professionally installed. If the owner uses a professional installer, the unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.
5. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the satellite dish.
6. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of the property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
7. The unit owner shall 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.
8. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
9. The owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorney's 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.
10. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in

interest. 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.

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

IV. GARBAGE

All garbage bags must be placed in durable plastic containers, which hold at least 32 gallons.

Garbage containers must be stored inside garages until the night before pickup.

Garbage or recyclable items may not be put out before 8:00pm the night before pickup.

Garbage containers must be picked up before 10:00pm the night of pickup.

There should be no litter on the Common Elements. However, if litter remains after pickup, the unit owner must remove it.

Common Property must 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.

The unit owner is responsible for contacting the Association's scavenger service for any large items of refuse, such as boxes, furniture, old appliances, etc. The cost for disposal is solely the responsibility of the unit owner. Any charges incurred by the association will be assessed to the unit owner.

V. GARAGE SALES

Garage sales are limited to four (4) designated days per year. Any other garage sales must be authorized by the Board and requested in writing at least 1 month prior to the requested date.

Items for sale are confined to the garage and immediate driveway of the unit owner.

Items for sale will not obstruct the passage of other unit owner cars'.

VI. PETS

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 units and must not create any type of nuisance or unreasonable disturbance. All pet owners are responsible for cleaning up after their pet(s).

Residents shall have no more than two (2) pets of any kind in a unit.

Proper action will be taken against the owner of any pet(s) causing a continued disturbance.

All pets must be leashed and be accompanied by a responsible person at all times on the property.

The owner of each pet is responsible for the IMMEDIATE removal of any dirt, waste or soilage caused by the pet. Cat litter must be placed in a plastic bag and securely tied. Waste receptacles are not to be maintained outside of any unit.

Landscape damaged caused by a resident's pet(s) will be repaired at the expense of the unit owner involved. Damaged sod must be replaced with new sod and not with seeds.

Pets must not be left unattended in any garage.

Tethering of pets is permitted with the maximum leash length of six (6) feet.

Pet owners will receive 2 written warning. The subsequent violation will result in a \$25.00 fine. All other violations after the third will result in \$100.00 fines per occurrence.

VII. SEASONAL DECORATIONS

Seasonal decoration may not be displayed no earlier than forty-five (45) days prior to the holiday and must be removed no later than one month after the holiday. No free standing holiday displays shall be erected on common areas without prior 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, soffit or gutter). Any repairs resulting from damage due to decorations will be the responsibility of the unit owner.

No decorations, which create safety hazards, will be permitted.

Christmas trees must be wrapped when being moved in or out of the units.

VIII. ASSESSMENTS

Monthly assessments are due on the first day of each and every month.

Any additional assessments of any type or nature, or any increase to the regular monthly assessment payment, levied by the association, shall be due on the first day of the month after which notice of such assessments or increase has been delivered to the owner.

Payment not received by 5:00pm on the 15th day of the month is subject to a \$25.00 late fee. It should be noted that "payment" means payments of all regular assessments, special assessments and, repair charges and fines that are due. Receipt of payment will be documented by the managing agent and will be final and binding on all parties. Neither the Association nor the Management Company is responsible for late or misdirected mail.

If payment is not received within sixty (60) days of the due date, legal action will be instituted to collect it.

All expenses incurred by the board in connection with the enforcement of the provisions of the declaration, by-laws or rules and regulations, including but not limited to court costs, attorney fees, all other fees and expenses, all damages and any interest due the association, shall be charged to the defaulting owner.

IX. NOISE

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

Guests attending parties must remain in the unit or on the limited Common Elements serving that unit.

Unit residents are responsible for the conduct of guests in the unit and on the common elements.

Unreasonable noise or disturbance is not permitted at any time. This includes, but not limited to excessive noise on patios and balconies, including stereos, radios, television sets and barking dogs.

X. BOARD MEETINGS

Board meetings are open to all Unit Owners unless to discuss matters involving potential or pending litigation, hiring and firing of employees, delinquent assessments and violations of the associations governing documents. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all unit owners.

XI. LANDSCAPING

Additions or removal of trees and/or shrubbery shall require prior written approval of the board.

Landscaping changes including, but not limited to, rocks, gravel, bricks, mulch, railroads ties, etc. require prior written approval from the Board.

Modifications shall not interfere with lawn maintenance.

Maintenance of approved plants installed by a Unit Owner is the responsibility of the Unit Owner.

Clinging vines may not adhere to the side of any building or entrance/balcony railing.

The unit owner must repair any lawn damage caused by pets, children or negligence.

XII. LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS

All unit owners leasing their unit shall deliver a copy of the signed lease to the board not later than the date of occupancy or ten days after the lease is signed whichever occurs first. The lease shall be subject to all provisions of the Illinois Condominium Property Act, the Declaration, by-laws, the rules and regulations and other Condominium instruments as may be amended from time to time. Owners are responsible for the acts of their tenants.

All unit owners who do not reside in a unit owned by them shall provide the board (through the management company) with their permanent residence address and phone number where they can be reached in an emergency, both at home and at work. Any expenses of the board incurred in locating a unit owner who fails to provide such information shall be assessed to the unit owners' account. Unless otherwise provided by law, any unit 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 board shall not be liable for loss, damage, injury or prejudice to the rights of the said unit owner caused by any delays in receiving notice resulting therefrom.

No unit owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes.

No unit shall be occupied without a copy of the sale agreement, lease or renewal of lease being provided to the association.

Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-laws, and rules and regulations of the association.

Every unit owner intending to lease a unit shall give a least thirty (30) days prior notice to the board of such intentions.

The association shall be given both a signed original and rider to every lease of any unit on the property prior to the effective date of said lease. However, in no event shall the lease be submitted any later than ten (10) days after signing of said lease. Any expenses incurred by the association in obtaining these documents shall be charged back to the unit owner.

Each unit owner shall be responsible for providing his or her tenants with copies of the declaration, by-laws and rules and regulations.

Unit owners and/or tenants are responsible for seeing that their guests comply with all rules and regulations of the association.

The board may bill damages to the unit owner for any renter causing damage to the common elements or dwelling unit exterior.

If any unit owner or tenant violates any provisions of the Declaration, by-laws or rules and regulations, the Boards shall send to the tenant and unit owner a written statement notifying the unit owner of the violations and date therefor.

The association reserves the right to institute an action in forcible entry and detainer against a tenant or terminate the right of possession of the owner in the event of repeated violations.

The maximum number of occupants per unit is two persons per bedroom.

XI. PATIOS AND BALCONIES

Only normal patio items may be stored on patios, i.e. gas barbecue grills, lawn furniture, and plants. Items, which can not be left on the patios, include: bicycles, boxes, trash or other items no associated with patios.

Rug shaking, dust mop shaking and emptying buckets shall be done on grassy areas only.

Patio and deck furniture shall remain on or within the area when not in use. No patio furniture shall be left in the common area. In general, patios should be kept clean so as not to create unsightly views for other unit owners.

Patios and balconies shall not be used for general storage of any kind other than seasonal furniture and grills.

No clothes, sheets, blankets or laundry of any kind shall be displayed on any part of the patios and balconies. These areas shall be kept free and clear of unsightly materials.

Carpeting or "Astroturf" is not permitted as floor coverings for the patios.

XIV. SIGNS

"For Sale" signs or "For Rent" signs shall be permitted in the windows only.

Open house signs shall be permitted on Saturday and Sunday during daylight hours only.

Advertising signs for business or commercial activities are prohibited on the property, including resident's motor vehicles.

Any damage to Common Elements caused by the installation of a sign shall be repaired at the owners' expense.

XV. SNOW REMOVAL

The association contracts for removal of snow after 2" of continuous snowfall. During periods of snowfall less than 2", unit owners may clear their entranceways and driveways if they feel it is necessary.

After 2" of snowfall has occurred, all vehicles must be removed from the driveways to facilitate snow removal. If snowfall occurs during the night, vehicles must be removed by 8:00am.

Only calcium chloride is permitted on the driveways, entrance walks and sidewalks as a de-icing agent.

XVI. VIOLATIONS

Violations are issued by the managing agent when one or more of the following occurs:

1. The association receives a signed letter of complaint from a resident owner.
2. A board member or the managing agent issues a complaint regarding an owner/occupant/guest bases on his/her own observations.

Violations will be handled in accordance with the Procedures section of these rules and regulations.

Each violation is retained for one year.

If corrective measures are taken and no other violations are issued within a one-year period, previous violation(s) will not be considered on subsequent infractions or the rules and regulations.