

Rules and Regulations

COUNTRY HOMES AT HIDDEN GLEN CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS
FOR
THE COUNTRY HOMES AT HIDDEN GLEN CONDOMINIUM ASSOCIATION

Adopted in accordance with the authority set forth in Section 18.4(h) of the Illinois Condominium Property Act and the authority of the Board of Directors given under the Declaration of Condominium Ownership for The Country Homes at Hidden Glen Condominium Association with an effective date of June 1, 1996.

PREAMBLE

These Rules and Regulations have been adopted with the intent of providing the residents of The Country Homes at Hidden Glen Condominium Association with a practical plan for day to day living at Hidden Glen, extracted for the technical language of the Declaration and By-Laws.

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 on-going 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 of 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 Country Homes at Hidden Glen Condominium Association

Adopted: May 14, 1996

UPDATED June 2018

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Exhibits:

- A: Alterations and Additions
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- E: Notice of Violation and Hearing
- F: Notice of Determination

I. **GENERAL INFORMATION**

A. **BOARD OF DIRECTORS & MEETINGS**

The Board of Directors for our Association is comprised of five (5) members. The Board is elected at the Annual Meeting held in the month of February. Board meetings are held every other month. All Unit 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, Secretary, Treasurer and two members are Members at Large.

If you would be interested in serving as a member of the Board, please contact the management company. Any Unit Owner is eligible.

B. **MANAGEMENT COMPANY**

The Board of Directors hires a management company to handle the day-to-day business of the 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 requests for maintenance, please contact the management company, PMI West Suburban – (630) 258-8581.

C. **OWNERS EMERGENCY INFORMATION**

All Unit Owners, whether residing at the property or not, shall provide the Association with their permanent residence mailing address and telephone number where they may be reached in an emergency – both at home and at work. Any expenses of the Association incurred in locating the Unit Owner who fails to provide such information shall be assessed to that Unit Owner's assessment 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 Association shall not be liable for any loss, damage, injury, or prejudice to the rights of said Unit Owner caused by any delays in receiving notice.

D. **DEFINITIONS**

UNIT: Each unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the boundaries of such Unit. With the exception that no structural components of the building and no pipes, wires, conduits, ducts, flues, shafts, or other public utility lines situated within a Unit and forming part of any system serving one or more other Units or the Common Elements shall be deemed to be part of said Unit.

In general, this means that anything from and including the paint on all interior perimeter walls and ceilings is the Unit Owner's responsibility. However, for example, all

plumbing, wiring, HVAC ductwork, which serves a single unit is also the Unit Owner's responsibility.

COMMON ELEMENTS: The common elements shall consist of all the property except the Units and Limited Common Elements. The Common Elements shall include, but not be limited to, the following items: the land, foundations, common parking areas, roofs, pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only that Unit), public utility lines, floors, ceilings and perimeter walls of Units, structural components of the building, outside walks and driveways, landscaping and all other portions of the property except the individual units. Notwithstanding the above, structural components located within the boundaries of a Unit shall be part of the Common Elements.

The term "Common Elements" includes all areas other than the units. Some examples of the common elements include building exteriors (excluding doors and windows), roofs, landscaping, parking lots and driveways.

LIMITED COMMON ELEMENTS: A portion of the Common Elements contiguous to or serving exclusively a single Unit or adjoining or limited number of Units as an appurtenance thereto or otherwise, including but not limited to, parking spaces (garages), patios, and such portions of perimeter walls, floors and ceilings, doors, windows, and entrance ways.

Areas such as decks, driveways, garages, attics and the areas within the boundaries of the rear privacy fences are generally considered to be Limited Common Elements.

II. GENERAL PROVISIONS

- A. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner, nor shall anything be stored in the Common Elements without the prior consent of the Board except as hereinafter expressly provided. Each Unit shall be maintained and kept in good order and repair.
- B. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Building, or contents thereof, applicable for residential use, without the prior written consent of the Board. Nothing shall be done or kept in a unit or in the Common Elements, which would be in violation of any law.
- C. 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 or become an annoyance or nuisance to the other Unit Owners or Occupants.
- D. No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung out or exposed on any part of the Unit or Common Elements. All Common Elements shall be kept free and clean of rubbish, debris, and other unsightly materials.

- E. Torn or unsightly window coverings are not permitted. Temporary coverings such as sheets, bedspreads, etc. must be removed within a sixty (60) day period after occupancy.
- F. Garbage, rubbish and recyclables shall not be placed or allowed to remain on the Common elements, except for pick up by the waste disposal company. All garbage, rubbish and recyclables must be confined in a trash container with a secured lid, and may be placed on the common area for pick up in accordance with the regulations of the Village of Glendale Heights, which is not prior to 6:00 p.m. the day before pick up. Garbage is not to be placed out in trash bags without a trash container. Garbage containers must be placed back into the Unit Owner's garage by 6:00 p.m. the day of garbage pick up.
- G. Units shall be used for residential purposes by a single family, or by a person or single family to whom the Unit Owner shall have leased a unit. All residence leases, home office and home business uses are subject to such provisions 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.
- H. Each Unit Owner is responsible for any damage to common elements 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 Unit Owner's assessment account.
- I. **Documented damage to the common areas (grass, driveways, landscaping, exteriors, etc...) will be followed up with a warning to repair within 7 days or a fine will be assessed of \$150.00 plus expenses to repair. A second infraction on the same violation will result in a \$300.00 fine. Subsequent fines will double with each recurrent infraction.**

III. ADDITIONS AND ALTERATIONS

No Alterations or Additions may be made to any of the Common or Limited Common Elements without prior written permission by the Board of Directors. Should you wish to make an Alteration or Addition to the Common or Limited Common Elements at your address, contact the management office to obtain an Alterations & Additions Application form (Exhibit "A"). This form must be completed, signed and submitted to the management company and approved by the Board.

IV. AIR CONDITIONERS

No through the wall or through the window air conditioners shall be permitted.

V. 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 locations 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.

VI. ASSESSMENT COLLECTION POLICY

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) day of each and every month when due. Assessment payments not received by the management company on or before the fifteenth (15th) of each month are considered late/delinquent, and the following Assessment Collection Policy applies:

<u>ACTION</u>	<u>DATE OF ACTION</u>
1. Assessment Due Date	First of each month
2. End of "Grace" period	15 th of each month
3. Late fee of \$50.00 assessed	16 th of each month
4. Statement advising homeowner of current balance due	16 th of each month
5. Collection Proceedings Begin: 30-Day Notice of Intent to File Forcible Detainer and Eviction Action & Lien	16 th of second month
6. File Forcible Detainer and Eviction Action & Lien	30 days after letter stating Intention to file is sent.

All of the above actions are to be taken AUTOMATICALLY in each and every case. Consistency of application of the Collection Policy will avoid charges of special and unusual application of the By-Laws by Delinquent Unit Owners.

All legal fees and costs incurred by the Association in its attempt to collect delinquent assessments or any other lawful charges, late fees or fines assessed to a Unit's account shall become the responsibility of the Unit Owner and shall be charged to the Unit Owner's account.

VII. FOR SALE SIGNS

“For Sale” signs may be placed inside a front or side window of a unit, or in the existing front plant bed between the front walkway and the garage. No “For Sale” sign may be placed anywhere else on the property, including the grass. Any for sale signs erected in an unapproved location on the property will be immediately removed by the association at the expense of the unit owner.

Signs must be of a professional nature. No hand made signs will be permitted, including “For Sale By Owner” signs.

Lack of adherence to any or all of the above guidelines may result in the Board instructing management to remove the sign with no prior notice.

Open House signage may be placed only in the front planting beds of the units. In the event that you would be holding an Open House on the weekend, you would place that sign in the planting bed of your unit. There should not be directional signage placed anywhere on the common grounds, as a guide to your unit.

VIII. GANG AND/OR GANG ACTIVITY IN OR ON THE PROPERTY (GANG RULES)

A. Definitions. For the purpose of these Gang Rules, the following definitions shall control:

1. “Gang” means and refers to any two or more persons organized, conspiring together or assembling for the purpose of acting in concert or active participation with one another so as to engage in any Prohibited Conduct, as defined herein.
2. “Gang Signs” means and refers to any statement, drawing, depiction, insignia, symbol, color, hand-sign, assertive conduct or object, adopted by or utilized by a gang: to represent the gang, to signify the gang, to signal or communicate with gang members, or to designate gang territory. Gang signs include but are not limited to: hand signals, color combinations of clothing or otherwise, stars, hearts, crosses, pitchforks, crowns, backwards or upside down letters, earrings, and hats cocked at angles or worn backwards.
3. “Prohibited Conduct” means and refers to any action or activity in, upon and across the Property and Common Properties or in any Residential Structure or Living Unit in violation of these Rules and Regulations, and/or the Association’s Declaration, By-Laws, and/or any and all other Rules and Regulations adopted by the Board.
4. “Minors” means and refers to persons who have not reached their seventeenth birthday.
5. “Resident” means and refers to any one of the lessees or occupants of a Living Unit, and any and all of the family members of an occupant or lessee or the guests and invitees of such occupant.

6. "Disorderly Conduct" means conduct, which tends to breach the peace or disturb the peace and quiet of persons or endangers the morals, safety or health of the community. This conduct includes, but is not limited to, the making of unsolicited remarks of an offensive, disgusting, intimidating or insulting nature or which are calculated to annoy, intimidate or disturb the person to or in whose hearing they are made.
7. "Reckless Conduct" means and refers to conduct which endangers persons or property or which is wanton or willful and indifferent to the possible adverse consequences of the conduct.
8. "Contraband" means and refers to any cannabis, controlled substance, narcotic, intoxicating, poisonous, stupefying, or anesthetic substances, or paraphernalia thereof: Hypodermic needles or hypodermic syringes; bludgeon, black jack, sling shot, sand club, sand-bag, metal knuckles, burglary tools, clubs, pipes, chains, knife, switchblade knife, dagger, dirk, billing, dangerous knife, razor, stiletto, stun gun or taser; tear gas gun projector, bomb, bomb-shell, grenade, bottle or other container containing a noxious or explosive substance, such as but not limited to black powder bombs and Molotov cocktails, artillery projectile; pistol, revolver, sawed-off shotgun, or other firearm, or any other deadly weapon, or ammunition for such weapons, air guns, air pistols, spring guns, spring pistols, B-B gun, or pellet guns, or any other harmful weapon or device; and caustic or harmful substances or inflammable liquids (except such harmful substances or inflammable liquids used and stored for proper and lawful purposes and in compliance with all governmental and manufacturer's requirement.)
9. "Loitering" means remaining idle in essentially one location and shall include spending time idly, loafing, walking about aimless, or congregating with other persons.
10. "Unnecessary Repetitive Driving" means to drive a motor vehicle or motor-driven cycle on or through the Common Area more than four (4) times in any one-half (1/2) hour period.

B. Prohibited Conduct. The following conduct is prohibited and is a violation of these Gang Rules:

1. Gangs, gang activity, and gang signs on the Property and/or Common Properties.
2. Painting, spray painting, or graffiti of any kind on any Residential Structure, building or the Property.
3. Possession, painting, affixing or exposing of Gang Signs in the Property and/or Common Properties, display of Gang Signs visible from the exterior of any Residential Structure or building, or display of Gang Signs in or from any window or on any Residential Structure or building.
4. Conduct which tends to alarm, annoy, disturb, intimidate or threaten others on Property.
5. The possession or use of Contraband on the Property.
6. Vandalism or damage to the Property or Common Properties or to any personal property located on the Property, or any conduct on the Property or in any Residential Structure or Living Unit which threatens to destroy or

- damage the Property, Residential Structures, buildings, livestock, or Common Properties or any personal property located on the Property.
7. Reckless or disorderly conduct on the Property or in or on any Residential Structure or Living Unit.
 8. Conduct anywhere on the Property or Residential Structure or Living Unit as follows: lewd, immoral or unlawful activity; detainment or abduction of persons; infliction of physical harm to persons; use of force or violence; threatening to inflict physical harm or to use force or violence; looting, exploitation, intimidation or trespass; theft, robbery, burglary, assaults, battery, sexual misconduct, any other activity which can be construed to be, which can be found to be a crime, or is a crime (as determined by the Board) under the laws of the State of Illinois.
 9. Throwing or playing with materials, lighters, or inflammable devices or liquids on the Property.
 10. Setting fires, or the burning of materials in the Property.
 11. Disconnection, alteration, disengagement, interference with, or disruption of fire or security systems or alarms, or smoke detectors or interfering with Association's security personnel, board members or committee members.
 12. Fighting or dueling on the Property.
 13. Drinking alcoholic beverages, or the possession of alcoholic beverages by people under the age of 21 (except for carrying sealed and closed containers of alcoholic beverages to units by residents or guests 21 years of age or older on the Property).
 14. Climbing on any building or climbing anywhere on the Property or in the Common Properties.
 15. Tossing objects out of any Living Unit, Residential Structure or off of balconies, or throwing any objects in or on the Property.
 16. Gaming gambling, games of chance, or any activity related to gambling on the Property.
 17. Loud noise or music, shouting, or other disturbances in or on the Property.

C. Curfew. It shall be unlawful for any person under the age of 17 to be upon any public way in the Village between the following hours (unless accompanied by a parent, guardian or other proper companion 21 years of age or more, or unless engaged in some occupation of business in which a child may engage under State Law).

- **12:01 a.m. and 6:00 a.m. on Saturday**
- **12:01 a.m. and 6:00 a.m. on Sunday**
- **11:00 p.m. Sunday, Monday, Tuesday, Wednesday and Thursday, inclusive and 6:00 a.m. the following day.**

D. Loitering. It shall be a violation of these Rules and Regulations for any person to loiter on the Property and/or the Common Properties. If any officer or agent of the Association orders any person to leave the Common Properties or from loitering anywhere on the Property, and such person fails or refuses to leave, or later returns and resumes loitering on the Property, such person shall be conclusively deemed to be in violation of this section of these Rules and Regulations.

E. Unnecessary Repetitive Driving. Unnecessary repetitive driving as defined herein shall be a violation of these Rules and Regulations between the hours of 6:30 p.m. through 5:30 a.m. except with the prior written consent of the Association or by persons engaged in Association business.

F. Eviction of Tenants.

1. Incorporated in Lease. Any lease entered into or renewed after the adoption of these Gang Rules shall specifically incorporate and attach a copy of these Gang Rules into the lease.
2. Removal of Residents. If the Board determines that a tenant has violated these Gang Rules more than once, or if the Board determines in its sole and absolute discretion (as set forth hereafter) that a tenant's violation of the Gang Rules was so egregious that said tenant's occupancy of a Living Unit or residence must be terminated for the health, safety and welfare of the other residents or in the best interests of the Association, then the Owner of such Living Unit and/or the respective Owner of the Residential Structure where the Living Unit is located shall, no later than 15 days after notice of the Board's determination as set forth herein, retain a licensed attorney in the State of Illinois to terminate the lease of such tenant or resident and all lessee's occupants of the Living Unit and residence which the tenant or resident occupies and initiate such legal action as necessary to evict and remove from the Living unit and residence the resident and all other lessee's occupants of the Lot and residence.
3. Leasing Prohibited. All other Living Unit Owners are prohibited from permitting a tenant or resident or any other occupant or lessees of a Living Unit or residence, removed from a Living Unit as set forth above, from occupying their Living Unit.
4. Board's Right to Enforce. In addition to the enforcement provisions of the Association's Rules and Regulations, and other rights and remedies available to the Board, if any Living Unit Owner or Owner fails or refuses to remove the tenant or resident or all occupants and lessees as required herein or later permits occupancy by a person once removed from a Living Unit, the Board, in its sole discretion, may initiate legal proceedings to remove the tenant, all such occupants and all lessees from the Living Unit or any Living Unit and charge the costs and expenses thereof to the Living Unit Owner and/or Owner as provided in the enforcement provisions of the Association's Rules and Regulations.

G. Enforcement Of Gang Rules.

Note: Although criminal acts are violations of these Rules and Regulations, the Association does not undertake the responsibility for protecting the residents from criminal conduct. Anyone who suspects criminal activity should report it to the police.

Please also take notice that conduct, which puts a resident in fear of immediate bodily harm may be a criminal assault, and any unauthorized or offensive contact (touching) may be criminal battery. If you are a victim of this conduct, you are encouraged to contact the police and place criminal charges.

1. Owners Responsible. Living Unit Owners and/or Owners are responsible for their own conduct and the conduct of all their tenants, family members, guests and all residents of their Living Unit and residence.
2. Rights and Remedies. If the Association suspects a violation of these Gang Rules, the Association may follow the procedures set forth in its Rules and Regulations Regarding Enforcement Policies (hereinafter "Enforcement Procedures"), in addition to any and all other rights or remedies available to the Association. The Association may exercise any and all of the rights and remedies available at law or in equity, concurrently or otherwise, as the Association Board deems necessary or desirable. The Enforcement Procedures are separate and in addition to all other enforcement mechanisms available. The Board shall have such other rights and remedies as may be available to the Board, including the remedies and enforcement provisions of the Association's Declaration and/or By-laws.
3. Administrative Expenses/Fines. The Board may impose administrative expenses and/or fines after notice and an opportunity to be heard in accordance with the Enforcement Procedures. The Board only need determine the conduct or violation occurred or more probably than not occurred based upon its evaluation of the evidence or testimony presented or evaluated. The administrative expenses/fines imposed upon the Living Unit Owners or Owners for a violation of these Gang Rules are specified for each offense in Section XVII – Violation Enforcement Procedures.
4. Aggravated Offenses. The Association Board may in its discretion, determine a violation to be an aggravated offense if it determines that (a) the offense involved a gang or gang signs; or (b) personal injury or property damage occurred as a result of the violation; or (c) the offender was found to have committed any one (1) or more prior violations during the previous six (6) months. The Association Board, in the exercise of its sole discretion may reduce the administrative expense/fine amounts set forth in Section XVII – Violation Enforcement Procedures, whenever it deems the circumstances to warrant such action.
5. Damages, Fees and Expenses. In addition to the imposition of the administrative expenses/fines set forth under Section XVI. Enforcement Procedures, or in lieu of such imposition, as the Board deems appropriate, the Board may specially assess any or all of the following charges against a Living Unit Owner and/or Owner for a violation of these Gang Rules by a Living Unit Owner and/or Owner's tenant, occupant or resident:
 - a. The actual costs and expenses for repairing any damage to any property or replacing any property irreparably damaged or destroyed, which property was damaged or destroyed as a result of or in relation to the violation;

- b. All attorney fees and expenses, court costs, and other fees, costs and expenses incurred by the Association in connection with the enforcement of these Gang Rules or in connection with any criminal or civil proceedings in which the Association or its attorneys participate as a result of the activities identified herein;
 - c. Any an all other damages to the Association incurred as a result of such violation or the enforcement thereof.
6. Binding Effect. These Gang Rules are binding upon the Owners, Residents, Guests, Tenants, Occupants and Invitees, and all future Living Unit Owners, Residents, Guests, Tenants, Occupants and Invitees and upon all individuals and entities identified.

IX. INSURANCE

The Declaration of Condominium Ownership requires that each Unit Owner shall inform the Board in writing of proposed additions, alterations or improvements. If a Unit Owner fails to inform the Board in writing prior to the addition, alterations or improvement being made, and a penalty is assessed by the insurance company in the adjustment of loss settlement, the Unit Owner shall be responsible for such penalty.

Unit Owners/Residents shall be individually responsible for insuring their personal property in their respective units, 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.

Nothing shall be done or kept in any unit, in the limited common elements, or in the common elements, which would increase the rate of insurance on the building or the contents thereof without the prior written consent of the Board.

Unit Owners/Residents shall not permit anything to be done or kept in their respective units, in the limited common elements, or in the common elements which will result in the cancellation or reduction of coverage, or increased cost of insurance on the building or its contents, or which would be in violation of any law.

X. LEASING YOUR UNIT

Refer to the Declaration of Condominium Ownership and By-Laws. In accordance with the Illinois Condominium Property Act (ICPA), as amended, "the Association may prohibit a tenant from occupying a unit until the lessor/owner complies with the requirements" prescribed by the ICPA and the provisions of the Declaration, By-Laws and Rule and Regulations. Any costs incurred by the Association in exercising its rights under the law will be charged to the Unit Owner.

A. A "Rider to Lease" in the form of Exhibit "B" 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 Unit 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 "B") a maximum of ten (10) days after execution of the lease and prior to occupancy.

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

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

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

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

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

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

XI. MAINTENANCE

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

Doors and/or window sill disrepair, including failed glass thermoseals, damaged screens, and frames, must be repaired within thirty (30) days by the Unit Owner.

All windows, doors (including exterior entry and garage doors), patios and decks are the responsibility of the Unit Owner and shall be maintained as necessary.

XII. PET RESTRICTIONS

A. General Restrictions:

1. No animals other than domestic dogs and cats, or other non-exotic animals considered to be household pets shall be raised, bred, or kept anywhere on the property, except that domestic dogs, cats, or other non-exotic household pets may be kept inside dwelling units subject to Rules and Regulations as shown below (and in section 3.09 of the Declaration). No animals or livestock of any kind shall be kept, bred, or maintained for commercial purposes. No exotic/wild animals of any kind are permitted anywhere on the property. No

- animals or livestock of any kind shall be kept in a unit's garage or outside on the property.
2. In accordance with the Village of Glendale Heights, there shall not be more than two (2) dogs per household.
 3. All dogs and cats shall be in compliance with Village of Glendale Heights license requirements.
 4. Pets must not be allowed to run free. Pets must be leashed and attended at all times.
- B. Clean-Up:
- Pet owners are responsible for the immediate removal and sanitary disposal of any excreta deposited by their pet anywhere on the Common or Limited Common Areas, regardless of who is attending to their pet.
- C. Tethering and Kennels:
1. No tethering of pets will be allowed. Pets must be on a hand-held leash, controlled by the owner or other responsible person at all times when outside their owner's unit. Unit Owners shall not attach leashes to any Common or Limited Common Element.
 2. No staking of pets or tying to common or limited common elements will be permitted.
 3. No kennels or dog runs will be allowed on common property.
- D. Pets must not be allowed to run free. No pets shall be left unattended on balconies, patios or on common property.
- E. Damage to Common Property caused by pets of Unit Owners, tenants and/or guests, in addition to any fine the Board of Directors may levy for violations of these rules, will be repaired by the Association and billed back to the Unit Owner.
- F. No pet shall be allowed to create a nuisance or unreasonable disturbance. Any pet violating this rule shall be permanently removed from the property upon three (3) days written notice from the Board of Directors to the owner of the unit containing the pet, and the decision of the Board of Directors shall be final.
- G. All pet owners shall comply with all rules and ordinances of the Village of Glendale Heights and the County of DuPage.

XIII. SATELLITE DISHES AND ANTENNAS

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

- A. No antenna or wires (television, radio, C.B. or Ham Operator) are allowed to protrude from any unit, patio or balcony, and no antenna or wires are allowed on

the roof or any other common areas without the prior written consent of the Board of Directors.

- B. Any Unit 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, and shall submit a completed Satellite Dish Agreement (Exhibit C) to the association prior to installation. Satellite dishes greater than one (1) meter in diameter are prohibited.
- C. Satellite dishes may only be installed on portions of property within the Unit Owner's exclusive use or control. This would include the Limited Common Elements of the Association only. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish. Satellite dishes may not be installed on the Common Elements without the prior written consent of the Board.
- D. To protect the health, safety and welfare of the residents, the Board strongly suggests that satellite dishes be professionally installed. If the Unit 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.
- E. 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.
- F. 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 Unit Owner will be advised accordingly.
- G. 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.
- H. The Unit 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 Unit Owner must restore the property to its original condition upon removal of the dish.
- I. The Unit Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Unit 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.

- J. Upon transference of the ownership or occupancy of the unit, the Unit 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.
- K. 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 Unit 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 Unit 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.

XIV. SELLING YOUR UNIT

Refer to the Declaration of Condominium Ownership 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. The Unit Owner is responsible for providing the proposed purchaser(s) with a copy of the current, recorded Declaration of Condominium Ownership and By-Laws and a copy of the current Rules and Regulations. Copies may be purchased through the management company.
- B. The seller must notify the Board of Directors of the buyers name and proposed date of sale.

XV. VEHICLES AND PARKING

- A. General Restrictions:
 - 1. No vehicle or combination of vehicles may be parked in a Unit Owner's driveway if the vehicle exceeds the length or width of the driveway assigned to that Unit Owner.
 - 2. Parking over the sidewalk is prohibited.
 - 3. No vehicle of any type may be parked on the lawn area of the Common Property.
 - 4. No vehicle may block driveways or be positioned along the side of vertical driveways shared by other Unit Owners.
- B. Overflow Parking Pads:
 - 1. Overflow parking spaces are limited and are for the use of the residents and/or their guests for limited periods of time.

2. Residents must utilize their garages and/or driveways for parking before occupying spaces on the overflow parking pads.
3. To ensure that parking spaces are not used for vehicle storage, no vehicle may remain in an overflow parking space longer than seven (7) consecutive days without prior written approval from the Board of Directors.

C. Permitted Vehicles:

1. Passenger type automobiles having no more than five (5) entry doors and specifically excluding limousines or hearses used for personal or business purposes.
2. Motorbikes and motorcycles that are registered and licensed to be driven on Illinois roads and highways.
3. Storage pods and/or U-haul trailers used for the purposes of a move in or move out are permitted only for a seven (7) day period. After seven (7) days, they must be removed from the property.

D Non-Permitted Vehicles:

1. All recreational, moving or storage vehicles, including campers, boating trailers, jet-ski trailers, or any vehicles without current state license plates and appropriate municipal vehicle stickers or commercial vehicles of any type or kind, such as commercial vans or pick up trucks having commercial advertising on the body are defined as non-permitted.

E Abandoned Vehicles:

A vehicle shall be considered abandoned if:

1. It is in a state of disrepair rendering it incapable of being driven in its present condition; or
2. It has not been used or moved for seven (7) consecutive days or more and is apparently deserted; or
3. It does not have a current, valid vehicle license plate; or
4. The acts of the owner and condition of the vehicle clearly indicate it has been abandoned.

F. Parking on City Streets:

Regulations governing the parking on the public street of Glendale Heights, of which the Hidden Glen Association's streets are a part of, are enforced by the Glendale Heights Police Department. Any questions regarding the public street parking should be addressed to the Police Department.

G. Remedies to Parking/Vehicle Violations/Towing:

ENFORCEMENT:

1. 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 Regulations.
2. In the event of a violation of these vehicle rules, the Board or its duly authorized agents shall send a Notice of Violation to the Unit Owner or shall affix a Parking Violation Notice to the vehicle, preferably on the front window, or both. Any Parking Violation Notice, which is affixed to the vehicle, shall contain such information, as the Board deems appropriate. Any Parking Violation Notice under these Vehicle Regulations shall also be deemed a Notice of Violation under the policies and procedures regarding enforcement, and vice-versa, regardless of whether or both types of notice are sent to the Unit Owner. Any failure to protest a Notice of Violation under these rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being assessed to the Unit Owner as set forth in the policies and procedures regarding enforcement.
3. In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions:
 - a. 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.
 - b. Identify or attempt to identify the Unit Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
 - c. Identify or attempt to identify the vehicle owner if not a Unit Owner, and notify that owner of the violations.
 - d. Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.
4. In addition to the other provisions for enforcement contained herein and in the policies and procedures regarding enforcement, the Board shall have authority to tow vehicles which are parked in violation of these rules under the following circumstances:
 1. When a vehicle has been abandoned, and a notice of such violation was affixed to the vehicle at least seven (7) days earlier, the vehicle may be towed without further notice to the vehicle owner.
 2. 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 therein, the vehicle may be towed immediately with notice to the vehicle owner.

3. When a vehicle is parked in violation of any of these Vehicle Rules and the owner of the vehicle has been found guilty of at least two (2) prior violations of any provisions of these Vehicle Rules, the vehicle may be towed immediately upon the occurrence of the third or subsequent violation without notice to the vehicle owner.
4. During or after any snow fall where there is an accumulation of two inches (2") or more and where a vehicle is parked on the property in such a manner as to interfere with the plowing or removal of snow, the vehicle shall be deemed to be interfering with ingress and egress of vehicles for emergency purposes and may be towed without notice to the vehicle owner.

Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event the vehicle owner is a Unit Owner, the costs and expenses may be assessed to the Unit Owner as a common expense.

5. After receiving notice of a violation or when a Parking Violation Notice has been affixed to an owner's vehicle, the Unit Owner must follow the procedures set forth in the policies and procedures regarding enforcement, or the violation will be deemed admitted.
6. The Board may designate one or more persons or a committee to send Notices of Violations and to affix Parking Violation Notices on vehicles.

NOTICES AND AUTHORIZATION TO TOW

1. In order to insure that potential violators have notice of the fact that their vehicles may be towed, and in accordance with the spirit of the law, the Association will have signs posted on the property giving notice that violations of the Vehicles Rules may be towed.
2. In accordance with the above, signs will be posted in conspicuous places near the entrances to and exits from the property. Such signs shall be in letters at least three inches (3") high in a light reflective color, which contrasts with the background of the sign.
3. The signs shall contain language similar to the following: "Private Parking/Residents and Guides Only/Private Regulations Enforced/Violations Will Be Towed." If required, the signs shall contain the name, address and phone number of the towing company, the fee, which will be charged to the owner for having the vehicle towed, and the manner in which payment will be accepted.
4. The Board or its duly authorized agents shall notify the appropriate companies or individuals to remove vehicles. In addition, when any tow is authorized under these rules, the duly authorized agents for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to ensure that no breach of the peace will occur.

5. All towing shall be authorized on an individual basis only; there shall be no general authorization given to a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these rules.
6. The Board may enter into an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Vehicle Rules.

XVI. VIOLATION ENFORCEMENT PROCEDURES

if a unit owner witnesses a violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed written complaint must be submitted by said Unit Owner. A written complaint form (Exhibit "D") prescribed by the Board shall be sent to the management firm or the Board.

Policies and Procedures Regarding Enforcement:

1. 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. The complaint shall set forth:
 - a. The name, address and phone number of the complainant.
 - b. The Unit Owner's name (if known), address where the Unit Owner or Resident complained of resides.
 - c. The specific details or description of the violation, including the date, time and location where the violation occurred.
 - d. 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.
2. The Unit Owner shall be sent a Notice of Violation and Hearing (Exhibit "E") to appear before the Board of Directors or its designated hearing committee not less than 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.
3. The Board or its committee shall hear from all parties involved in the complaint and shall conduct a brief, informal hearing. At that time, all evidence shall be presented and may be examined by the accused. Thereafter, the Board/committee shall deliberate in private and reports its findings to the Board of Directors.
4. The Board shall ratify the findings of the hearing, reject them or modify them, and thereafter notify all parties via a Notice of Determination (Exhibit "F") as to the findings. The decision of the Board of Directors shall be final.

5. If an Owner or his tenant 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:

First Violation:	Warning Letter; any expenses incurred by the Association and/or any actual damages repaired at Association expense may be assessed to the Owner.
Second Violation:	\$100.00 fine; any expenses incurred by the Association and/or any actual damages repaired at Association expense may be assessed to the Owner
Third Violation:	\$150.00 fine; any expenses incurred by the Association and/or any actual damages repaired at Association expense may be assessed to the Owner
Subsequent Violations:	In the case of a continuing violation, the Board of Directors, at their discretion, will determine the fine to be levied. In the case of serious or continuing violations, a daily fine may be levied.

The preceding cumulative fine structure will be levied on violations of each section of the Declaration, By-Laws and/or Rules and Regulations occurring within a twelve-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 Unit Owner's account, if the Unit Owner or his tenant is found guilty in accordance with the Declaration.

6. Any Unit Owner assessed a fine or damages shall pay any charges with the following months assessment payment. Failure to make the payment in the allotted time shall subject the Unit 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 at any time.

XVII. ELECTRONIC COMMUNICATION WITH HOME OWNERS

The Hidden Glen Condominium Board and it's Manager are authorized to utilize electronic delivery of notices and other communications required to each unit owner who provides the association with written authorization for electronic delivery and an electronic address to which such communications are to be electronically transmitted

and each unit owner may designate an electronic address or a U.S. Postal Service address, or both, as the unit owner's address on any list of members or unit owners which the association is required to provide, as allowed by 765 ILCS 605/18.4 (s).

XVIII. FEEDING THE WILDLIFE

The Hidden Glen Homeowners Association prohibits the feeding of wildlife anywhere on the property including on the, patios, balconies, and common areas (i.e., buildings, roofs, gutters, sidewalks, parking lots, cul-de-sac, common grass areas, bushes, shrubs and trees), of the complex. Failure to comply with this rule will result in a \$50 fine for the first offense, a \$100 dollar fine for the next – progressively doubling in amount.