# RULES AND REGULATIONS FOR THE HIDDEN LAKE VILLAGE CONDOMINIUM ASSOCIATION

Amended: May 19, 2021

Adoption dates noted in parenthesis

No notation indicates rule remains unchanged since 1991

## HIDDEN LAKE VILLAGE CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

Table of Contents

I. GENERAL RULES	4
A. Compliance with Village Smoking Ordinance	4
B. Reporting Damage	4
C. Access to Limited Common Elements	4
D. Assessments/Collections/Unit Owner-Occupant Information and insurance	5
E. Board of Directors Meetings and Association Records	6
II. USE, ADMINSTRATION AND APPERANCE OF THE PROPERTY	6
A. Alterations) Additions) Improvements	
B. Antennae	
C. Installation of Satellite Dishes	6
D. Cable Installations	9
E. Balconies and Decks	9
F. Bicycles	9
G. Barbeque Grills	9
H. Hanging Items	9
I. Planters and Decorative Items	10
J. Flags	11
K. Common Property	11
L. Gardens	11
M. Damage to Common Property	12
N. Garages	12
0. Leafleting	12
P. Foyer	13
Q. Meter Rooms	13
R. Garbage and Trash	13
S. Seasonal Decorations	13
T. Security	14
U. Signs and Advertisements	14
V. Windows/Patio and Storm Doors	14
W. Swimming Pool	15
X. Dryer Vent Cleaning	17
Y. Feeding Wildlife	17
III. PETS	17
IV. VEHICLE REGULATIONS	
A. Permitted Vehicles	
B. Emergency Vehicles	_
C. Non-Permitted Vehicles	
D. Commercial Vehicles	
E. Abandoned Vehicles	
F. General Rules Regarding Vehicles	
G. Enforcement for Vehicle Violations	
V. LEASES, TENANTS AND MOVING PROCEDURES	
VI. POLICIES AND PROCEDURES REGARDING ENFORCEMENT G. Fines	
ADMINISTDATIVE DOCUMENTS	24-27
A LINGUINES ER ATTIVETEN MET INTERNITS	7/1_7/7

### **EXHIBITS:**

EXHIBIT A	28
Rule Enforcement	28
EXHIBIT B	29
Complaint Hearing Notice	29
EXHIBIT C	30
Rule Violation Letter	30
EXHIBIT D	31
Rider to Lease	31
Crime Free Addendum;	32
EXHIBIT E	33
Unit Owner Landscape Improvement Guidelines	33
EXHIBIT F	34
Scope of Trash Services	34
EXHIBIT G	35
Application for WJndow/ Patio Door Installation	35
EXHIBIT H	36
Application for Storm/ Screen Door Installation	36

### I. GENERAL RULES

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 polides set forth in these comprehensive Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, By• laws, or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws, and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all Unit Owners, Residents, Tenants, their families and guests under Section 18.1 of the Illinois Condominium Property Act, as amended from time to time. Exceptions to the Rules may be made only in writing, signed by the Board of Directors or its duly authorized agents following a written request by a Unit Owner submitted to the Managing Agent.

### A. Compliance with Village Smoking Ordinance (04/07)

This rule is intended to bring us in compliance with the Village ordinance banning smoking in common or public areas including hallways and stairs in multi-family residential structures. Smoking is banned from within 20 of the front door of buildings, in interior entranceways, hallways, garage hallways and stairs. Signs will be posted in necessary areas.

### B. Reporting Damage (04/07)

Unit Owners are responsible for notification to the Management Company for any damage which may result in damage to the Unit or Common Elements so that the Management Company may mitigate such damage. In the event a Unit Owner fails to notify the Management Company of such condition or damage, the Unit Owner will be responsible for any additional damage related to this breech.

In emergency situations, Unit Owners/ Residents are requested to report a damage occurrence as soon as it is apparent.

In non-emergency situations, Unit Owners are required to report damage occurrence to the management company within 10 days.and follow-up with a detailed account of the damage in writing, with substantiating documents and dates, within 14 days of the occurrence. This includes damage to the unit / Property which may impact another unit, or the Limited Common Elements, or the Common Elements. Failure to comply shall constitute a violation of. the rule. In the event of a violation the Board of Directors is authorized to levy a fine, which may include per diem fines, as well as utilize any other legal or equitable means to remedy the situation and to be reimbursed for damage related costs.

### C. Access to Limited Common Elements (04/07)

In order to effectively and economically maintain Limited Common Elements such as crawl spaces, attics, etc., it may become necessary for representatives of the management company to have access to the interiors of the various Limited Common Elements. When an inspection is to be performed, and/ or in the event work is required in a Limited Common Element, the Unit Owner agrees to permit access to the Limited Common Element by representatives of the management company and the vendor(s) hired to perform the work. Reasonable notice will be provided to the Unit Owner prior to entering a unit in non-emergency situations. The Association and its designated agent(s) reserve the right to break and enter a unit where an emergency situation exists and immediate entry is not possible.

In the event the Unit Owner refuses to be present and provide access or otherwise fails to be present

at the time and date set forth in the notice, to the extent there are extra costs incurred thereby, these costs will be assessed against the Unit Owner, will constitute a lien on the Unit, and a fine shall be assessed. Any and all costs and collection of the aforesaid fine, to include reasonable attorneys' fees, will be assessed against the Unit Owner as well. In the event access is refused by the Unit Owner who is present at the scene, any and all attorneys\* fees incurred by the Association in obtaining access will, similarly, be assessed against the Unit Owner and will constitute a lien on the Unit, and a fine shall also be assessed.

### D. Assessments /Collections/ Unit Owner-Occupant Information and Insurance

### 1. Assessments and Collections

All monthly a-ssessments and other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment of the foregoing which is received after the tenth (10th) day of the month shall be considered late. All payments received, unless the payment has been designated to be applied to a specified obligation, will be applied to the payment of prior outstanding charges in the following priority before being applied to any current charges: collection charges including at torneys fees and court costs, late fees, and/or interest, special assessments, prior monthly assessments, and lastly, the current monthly assessment.

### <u>2.</u> <u>Unit Owner Information Form (04/07)</u>

The Board of Directors and/or the Managing Agent is authorized to mail or deliver to each unit owner a "census form/}. 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. Additionally, all vehicles and their valid license plate numbers belonging to residents MUST be registered with the Managing Agent via this form. Each Unit Owner shall submit a completed form and return it within 30 days of receipt. Nonresident Unit Owners shall also be required to submit a completed resident information form for leased units. In the event the Unit Owner does not submit complete information within 30 days of request, the Board of Directors will, in its sole

discretion, be authorized to levy a fine as well as utilize any other legal or equitable remedy to obtain complete information on Unit Owners and occupants.

Any information collected will be used in compliance with current governing guidelines.

### 3. <u>Proof of Insurance</u> (04/07), (05/16)

The Condominium Property Act grants the Board of Directors the power to mandate that Unit Owners obtain insurance covering their personal liability and compensatory damages to another unit caused by negligence, originating from the unit. Liability insurance of at least \$100,000 is required. Each Unit Owner is responsible to provide the Board of Directors with evidence of insurance in the form of a "Certificate of Insurance,, issued by the insurance agent providing the coverage. In the event the Unit Owner does not purchase and produce evidence of sufficient insurance within 30 days of request, the Board of Directors may in its sole discretion, purchase the insurance coverage and charge the premium cost back to the Unit Owner. The personal liability of the Unit Owner must include the deductible of the Owner whose unit was damaged, any damage not covered by insurance required pursuant to this Rule, as well as the decorating painting, wall and floor coverings, trim, appliances, equipment, and other furnishings as set forth. Failure to comply shall constitute a violation of the rule. In the event of a violation the Board of Directors is authorized to levy a fine, as well as

### E. Board of Directors Meetings and Association Records

utilize any other legal or equitable means to remedy the situation.

Board of Directors meetings are open to all Unit Owners , who are encouraged to attend. The

time for Board of Directors meetings is determined by action of the Board of Directors from time to time, and appropriate notice will be provided to all Unit Owners. As required by law, the books and records of the Association are available for inspection of the Unit Owners for any proper purpose at reasonable times, provided that reasonable advance notice is provided to the Association.

### II. USE, ADMINISTRATION AND APPEARANCE OF THE PROPERTY

- A. <u>Alterations. Additions. Improvements</u> (05/08), (05/16)
- No alterations of any kind may be made to the exterior portions of any building including roofs, siding and the like. Should the need arise for a vendor to service any Unit Owner utilities located on the common element or limited common element, (i.e. satellite dish; cable installations, air conditioning units) prior notice must be provided to the Managing Agent accompanied by necessary vendor information, such as proof of insurance should any damage occur to the common or limited common elements during such service.
- 2. Nothing may be attached or hung by any means to the exterior of the building.
- 3. All Unit Owners desiring to make any alterations within a unit must submit to the Managing Agent a completed Application for Unit Alterations accompanied by a completed Agreement for Unit Alterations for approval by the Board of Directors. Applications for alterations require at least 30 days for review and approval. All application approvals are valid for a period of 90 days.
- 4. Garage lights/fixtures shall be installed by the Association's approved electrician, in accordance with the specifications adopted by the Board of Directors.
- 5. Items not permitted anywhere on the Property include but are not limited to: window air conditioning units, awnings, screens, patio enclosures or other structures, clotheslines, playground equipment, dog stakes/tethers, dog houses, birdbaths, basketball hoops or backboards, exterior buildings (i.e. storage sheds), and water features (i.e. ponds or fountains).
- 6. Any item that creates a nuisance to other Unit Owners in the vicinity must be removed upon notification of said nuisance.

### B. <u>Antennae</u>

No antennae of any kind may be attached or mounted to any portion of the Property unless it is done within the confines of the Unit.

### C. <u>Installation of Satellite Dishes</u> (07/08), (05/16)

In order to keep the aesthetic appearance of Hidden Lakes Village Condominium Association in a good and orderly manner, and safeguard the safety of the residents and preserve the weather tight nature of the exterior fa ade of the buildings the Board of Directors has adopted the following Rules and Regulations:

 Any Unit Owner interested in installing a satellite dish, (hereinafter referred to as "dish") one
 (1) meter or less in diameter, must obtain board approval and submit an alteration form and advise the Board of installation so that the Board may schedule an inspection to confirm compliance with the provisions of this rule. Satellite dishes greater than one (1) meter are prohibited.

The Association has placed bands upon and around the chimneys located on the common elements for the sole purpose of placement/installation of satellite dishes permitted by the FCC regulations. In order to maintain the appearance of the Property and to allow those residents with improper exposure to receive an acceptable quality signal, the Association has designated these bands as the preferred location for future satellite dish installations.

- Satellite dishes may only be installed upon the chimney bands or on a balcony or patio. If
  mounted on the balconies or patios they must be placed in a concrete filled bucket or
  concrete block. Mounting on the railings is prohibited.
- 3. No more than two (2) dish per service provider may be installed.
- 4. Entry points of wires into the building must be properly sealed this must be accomplished with a "gask et "type seal. Upon notification to the Board of directors of the installation of a satellite dish, the Board of Directors may cause the external wiring to be encased in molding which matches the colpr of the building. This will be performed at the Asso ciatio n's expense. With respect to wiring resulting from installation of cable TV/computer devices, installation of the molding will be at the Unit Ow ner's expense.
- 5. (a) Dish, wiring and all other apparatus used to install the dish should not encroach on any portion of the Property that is not within the Unit Owner's exclusive use or control except the chimney/ installation bands identified above. Any apparatus that extends into the common elements, except from the aforesaid chimney bands, may be removed at the Unit Owner's expense.
  - (b) Dish cannot be installed on any part of the front of any building.
  - (c) Dish cannot be installed directly to the roof surface of any building.
  - (d) If due to a line of sight obstruction that prevents installation, Unit Owner must make application to the Hidden Lake Village Board of Directors for an alternate location on Common Property.
  - (e) If due to a line of sight obstruction, no suitable site is available on the building, an off-building site may be granted. The following sites can be considered:
    - Alongside cable or electrical boxes
    - Behind or alongside air conditioners
    - If pole mounted, the height from the ground shall not be any higher than to clear the cable, electrical box or air conditioner
    - Any disturbance of the landscaping due to installation of a dish at an off• building location is to be repaired and replaced at the UNIT OWNER'S EXPENSE.- If work is not satisfactory, work will be done by the Association and charged back to the Unit Owner.
    - The Association may have the Unit Owner that was granted use of the offbuilding location provide additional landscaping (shrubs or plantings) in . order to conceal the pole and dish from view at the UNIT OWNER'S EXPENSE.

- 6. To protect the health, safety and welfare of the Residents, all dishes must be professionally installed. The Unit Owner must provide proof that the contractor is insured and licensed.
- 7. Once installed, the Unit 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 of Directors may assess this cost back to the Unit Owner. If it is necessary for the Association to remove the dish to perform maintenance, the Unit Owner will be advised accordingly. Additional expenses for this work effort will be assessed back to the Unit Owner.
- 8. The Unit Owner shall at all times keep the dish in good repair. Failure to do so after ten (10) days notice from the Board of Directors may result in the removal of the dish at the Unit Owner's expense.
- 9. The Unit Owner shall be responsible to fund the cost of any maintenance, repair or replacement to the Property resulting from the installation of the dish. In addition, the Unit Owner must restore the Property to its original condition upon removal of the d[sh.
- 10. 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 the dish, including the payment of any and all costs of litigation and attorneys fees resulting thereof. The 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. Upon installation of the dish, the Unit Owner must execute the attached Hold Harmless Agreement.
- 11. Upon transference of the ownership or occupancy of the unit, the Unit Owner shall inform the successor in title, including any purchaser by Article of Agreement for Warranty Deed, of the existence of these Rules and Regulations and the obligation set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibil\_ities set forth herein, and execute a new Hold Harmless Agreement, the dish must be removed prior to conveyance.
- 12. A tenant is allowed to install a dish which complies with the FCC regulations and the HLVCA Rules and Regulations provided the tenant has written permission from the Unit Owner. The Unit Owner must sign the Hold Harmless Agreement.
- 13. All 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 dish by the Association without notice. All costs of removal and restoration shall be borne by the Unit Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized 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 fines shall be set by the Board of Directors in accordance with the approved guidelines for fines.

### D. <u>Cable Installations</u> (05/08)

Unit Owners needing to have new cable lines run should contact the managing agent for instructions prior to allowing any vendor to penetrate any surface of the building. All wires entering the building must pass through a single entry point. The entry point must be accomplished with a "gasket" type seal. The Unit Owners are responsible for advising the Association that the cable has been installed within 48 hours of its installation. The Association, upon notification, will conduct an inspection of the work and, to the extent that the entry point is improperly sealed, the Association will repair the work at the Unit Owner's expense. All exterior exposed wires will be properly covered/encased in molding which matches the color of the building by the Association and charged back to the Unit Owner.

### E. Balconies and Decks

- 1. Unit Owners shall keep balconies and decks clean, orderly and free from clutter. Trash is not to be stored or collected on balconies or decks.
- 2. Balconies and decks shall not be enclosed, screened, altered or changed in any way without the prior consent of the Board of Directors.
- 3. Balconies and decks shall not be used for storage. Barbecue grills, lawn chairs, and other items usually associated with decks and balconies may remain throughout the year.
- Clothing, sheets, blankets, laundry and similar objects shall not be hung out or exposed in any way on balconies or decks.
- 5. Balconies and decks shall not be used as pet runs.
- 6. Firewood shall not be stored on balconies and decks, or on common elements of the Property.
- 7. No floor coverings of any type shall be laid or maintained on a deck or balcony. No permanent floor coverings may be placed on stairways, stoops or steps.
- 8. Decks shall be installed in accordance with specifications adopted by the Board of Directors.

### F. <u>Bicycles</u>

Bicycle riding is prohibited on landscaped areas. Bicycle riding is only allowed on sidewalks and paths in accordance with Village of Buffalo Grove ordinances.

### G. <u>Barbeque Grills</u> (04/07), (05/16)

Grills must be maintained in good working condition. Grilling is allowed only in the rear of the buildings. When in use, grills must be a minimum of 3 feet away from any part of the building structure sided with vinyl. While the flames on gas grills are more easily controlled than those from charcoal grills, there is no formal ban on the use of charcoal grills at this time. However, damage to the siding or to any part of a building, to Common or Limited Common Elements, resulting from the use of a grill, will result in a minimum fine of \$300 plus the cost of labor and material to repair the damage.

### H. Hanging Items (05/08), (05/16)

**Decks and Balconies:** 

- 1. Plants, light-weight decorative items such as mobiles, a single bird house or bird feeder, a single wind chime or other noise producing item, etc.) are acceptable but must not extend beyond the confines of the deck or balcony. Bird feeders must have a collection tray at least 4" greater in diameter than the feeder holding the seed and must be kept clean (including the surrounding area). They may be attached to the horizontal support beam of the balcony above. Upan doing so, the first floor Unit Owner thereby accepts all financial obligations incurred by the Association for the repair and maintenance of said beam. Anything hung in this manner must be of a weight that a single standard hook could support. Any decorative item that creates a nuisance to other Unit Owners in the vicinity must be removed upon notification of said nuisance following a hearing on the issue. For units where no beam exists for hanging plants or decorative items, shepherd's poles are permitted to be placed within the confines of what would be considered the deck area for 1st floor units or in buckets of cement on the decks of 2nd floor units.
- 2. The hanging or fastening of any item, including planters, on or over the railings of the balcony or deck is allowed provided any items or planters hung in this manner be on the inside of the deck or balcony. Planters or decorative items of any kind are not permitted to be set on balcony railing.
- 3. The throwing of any item from a balcony or deck (including but not limited to cigarette butts) is prohibited.

### **Entryways:**

- 1. Shepherd's poles are permitted in the planting beds immediately appurtenant to each front entryway and shall be used only for hanging baskets which contain flowers or plants. This applies to all unit styles (i.e. villas, townhomes and country homes). All dead plant material must be removed and properly disposed of at the end of the growing season.
- No items may be attached to the exterior of a building except as otherwise noted herein. This includes all surfaces (i.e. brick,, windows, etc.). Acceptable items that may be hung on unit doors/doorways are small door knockers, small plaques, and wreaths or decorations hung from an over the door hook.
- I. Planters and Decorative Items (05/08), (05/16)

### **Entryways:**

Planters and decorative items are limited to step or stoop surfaces cinly and shall not limit ingress and egress to and from unit. All dead plant material must be removed and properly disposed of at the end of the growing season.

### **Between Garage Doors:**

One (1) planter or decorative item is permitte\_d to be placed between garage doors provided that it does not inhibit ingress and egress to and from the garages. All dead plant material must be removed and properly disposed of at the end of the growing season.

### Rear of Buildings:

---------

Refer to Section M. Gardens

### <u>J</u>. <u>Flags</u> (04/07), (05/16)

Only United States flags and / or a military flag from a branch of the U.S. Armed Forces or the Illinois National Guard shall be permitted and shall be flown in accordance with Association guidelines. All flags must be in good condition and be free from dirt and frayed edges. Torn and tattered flags may not be flown and will be considered a violation of this rule.

Flags should be attached to the top of a deck or balcony railing in the rear of the building at the farthest corner opposite the patio door, facing away from the building. Flag holders must be adjusted in such a way as to allow the flag to be flown at a 45 degree angle. Unit Owners without a deck railing may fly a flag-within their allotted flowerbed perimeter.

### K. Common Property

- 1. Storage of any kind is expressly prohibited on or in any Common Property unless the Board of Directors expressly designates the area for such purpose.
- 2. All toys, lawn furniture, playground and recreation equipment, bicycles, and any other personal Property must be removed form Common Property by sunset.
- 3. Any games or other activity which creates a nuisance, damages any Common Property, or disrupts the peace is prohibited on or in any portion of the Common Property.
- 4. Sandboxes are prohibited within any Common or Limited Common portions of the Property.
- 5. Unit Owners shall not enclose any portion of the Common Property with a fence or other boundaries.

### L. <u>Gardens</u> (05/08), (05/16)

- 1. Flowers may be planted around decks or at rear of building under windows in beds not to exceed 30"from siding. No vegetable gardens or plants that bear fruit are permitted in these areas. Additionally, climbing vines are not permitted on any portion of the building. Any trees, shrubs or plantings to be installed on any other portion of the common element must be approved by the Board of Directors or its duly authorized Agents prior to installation. In such instances, Unit Owners shall be responsible for maintaining newly created flowerbeds, and other such plantings, not the Association. This responsibility is automatically transferred to new Unit Owners. Should they not accept this responsibility, they will be charged the cost of returning the area to its original condition.
- Unit Owners will be cited for neglected flowerbeds and plants. After receiving two (2) violations in the same year, a flowerbed may be removed by the Association at the Unit Owners expense.
- 3. Hose caddies must be portable and free-standing. Hoses should be stored hidden from sight when in the front of the building, near the water spigot. One (1) hose per spigot. No hoses or hose caddy shall be attached to the building. Hoses should be detached from the spigot when not in use. Hoses left on the ground when not in use shall be considered debris and will be disposed of.

- 4. No hoses shall be attached to 1st floor exterior faucets and then extended to 2nd floor balcony areas at any time.
- 5. Unit Owners are responsible for keeping lawn areas immediately surrounding their respective units clean and free from debris.
- 6. Due to (i) potential landscaping maintenance costs to the Association, (ii) danger to wildlife welfare, (iii) Village ordinances and, (iv) potential health hazards, no feeding of wildlife is permitted.
- 7. The installation of solar lighting requires prior Board of Directors approval. A landscape improvement application must be completed, returned to the Managing Agent and approved prior to any such installations.

### M. Damage to Common Property (07/08)

Any Property which is damaged by the conduct of a Unit Owner or by the Unit Owner's family, tenants, guests, vendors, contractors or any person employed by Unit Owner or Resident will' be repaired by the Association and specially assessed to the Unit Owner responsible, or, at the Board of Director's option, may be repaired by the Unit Owner at the Unit Owner's expense. Any determination of whether or not the Unit Owner is responsible is subject to the policies and procedures regarding enforcement contained in these Rules and Regulations.

### N. Garages (04/07.05/08, (05/16)

Garages are for the purpose of storing vehicles and other items. Garages are not to be used for entertaining, exercising, or as additional living space.

- 1. Except when the Resident is present outside, garage doors must be kept closed to present an attractive appearance to the Property, maintain building security and, during cold weather, to prevent water pipes from freezing.
- 2. No exterior alterations may be made to garage doors, except with prior written Board of Director approval.
- 3. Major car repairs or repairs which cause any type of nuisance, fire hazard, or annoyance to neighbors are prohibited. Unit Owners and Residents are restricted to repairing only their own vehicles. Unit Owners will be responsible for any damage caused as a result of the vehicle repairs and for the removal of debris if necessary. Any work or activity producing noise in garages is prohibited priorto 8:00 a.m. and after 10:00 p.m.
- 4. Barbecuing in garages and on driveways is prohibited.

### 0. <u>Leafleting</u> (05/08), (05/16)

Any person seeking to distribute literature on the Property, shall first deliver a copy of the item to be distributed to the Association's Managing Agent at least two (2) business days prior to distribution and shall provide the name, address and phone number of-the person or persons who are the author of the publication and of the person or persons sponsoring or distributing the publication. Any person distributing literature on the Property shall be required to return to the Property within 48 hours of distribution to reclaim all literature remaining on the Property.

- 2. No literature may be placed in or posted on mailboxes.
- 3. If a Unit Owner violates the above provisions, or if the literature so distributed is in any way disposed of on the Property, the Unit Owner shall be assessed all costs and expenses for collection of the disposed literature and any attorneys' fees or administrative tune that may be necessary to insure proper enforcement of these provisions.

### P. Foyer

No common entry access door (i.e. garage or vestibule door) may be propped open at any time unless the Resident is present.

Residents are responsible for keeping foyers/hallways free of debris.

### Q. Meter Rooms

- Meter rooms may not be used for storage of any kind.
- 2. Doors to water meter closets must be kept closed.

### R. Garbage and Trash (08/04, 05/08, (05/16)

Trash or any type of debris cannot be placed outside before dark the day before pick-up.

All containers must be returned to the garage the same day as trash collection. Please note: No Collection will be made on legal holidays, but is postponed by one day. If a legal holiday falls on Monday, collections for that week will be delayed by one day.

All occupants of Hidden Lake Village must place refuse in containers supplied by the Village of Buffalo Grove. Containers must be labeled with units address using numerals at least 3ii in height. Any non-identified containers found on the common elements post trash collection will be considered trash and will be disposed of accordingly.

No trash bags are allowed at the curbside.

Fines will be as follows:

First Violation- Written Notice

Second Violation and beyond- \$125.00 per violation. (This covers all. trash violations during the ownership of unit.)

The above ruling also includes trash and/or debris from remodeling projectsi carpet removal) and disposal of furniture or appliances. You must make **PRIOR** arrangements for removal of any trash or debris that does not fit in the containers supplied by the Village.

All items must be removed from the property the same day as they are placed curbside for pick-up.

Arrangements for dumpsters must be made by homeowner at least five (5) business days in advance of needed placement. Homeowner must notify Management of date of delivery and removal.

### S. <u>Seasonal Decorations (05/08)</u>

1. Seasonal decorations shall not be installed earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.

- Seasonal outdoor decorations are limited to decorations which can be placed, but not attached, on a unit's door, deck or balcony. Seasonal stringed lighting (static only), UL approved, is permitted to be placed on, but not attached, to railings and landscape materials immediately appurtenant to each unit. As stated in the Declarations of the Hidden Lake Village Condominium Association, nothing may be placed on the common element. Any damage caused by the hanging of decorations shall be repaired by the Unit Owner responsible or the cost of repair will be charged to the Unit Owner by the Association.
- 3. No decorations which create a safety hazard or nuisance will be permitted.
- 4. No affixing of any decorations will be permitted that will cause damage to the existing Common and/or Limited Common Elements.

### <u>T.</u> <u>Security</u> (05/08)

- 1. If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.
- 2. Do not activate door buzzers to strangers or to anyone without first identifying who is seeking entrance to the building.
- 3. Doors to common entrances shall not be propped open unless the Resident is present.
- 4. Garage doors are to remain closed unless the Resident is present.

### U. Signs and Advertisements (05/08)

- 1. No "For Sale," "For Rent," or other signs, advertisements, or other displays or printed matter shall be maintained or permitted on any part of the Property nor shall any Unit Owner or Resident cause or permit any of the foregoing to be placed in the windows of a unit so as to be visible from the exterior of the building, with the exception of security decals and security yard signs. Signs displayed on/in any vehicles parked Common Property are also prohibited. See Section IV. D.
- 2. "Open HouseJI signs may be displayed on Saturdays and Sundays only between the hours of 11:00 a.m. and 6:00 p.m.
- 3. "Garage Sale" signs will be permitted in accordance with Village ordinances.

### V. <u>Windows/Patio and Storm Doors</u> (06/07, 07/08, (05/16)

- 1. All Unit Owners wishing to replace their windows, patio or storm doors must fill out an Agreement for Unit Alterations and the appropriate application. See Exhibits G & H.
- 2. All replacement windows must match the style of the existing windows (they must be sliders of the same size as the existing opening).
- 3. All windows on any one elevation of a unit must be replaced at the same time (including garage windows). Unless a hardship exception is granted by the Board of Directors.

- 4. Approved manufacturer for windows and patio doors is Alside. The approved window type is the UltraMaxx slider or the Swing and Clean.
- 5. The exterior frame must be "American Terran in color.
- 6. All Unit Owners must replace the original windows (those with storm windows) with the Alside window described above by the sale of the unit; if not already done so. Windows must be replaced within six months of closing date.
- 7. Storm doors shall be white fullview or fullview with retractable screen with brass hardwar. The approved manufacturer for storm doors is Larson.
- 8. Unit Owners with the old storm windows and/or patio doors are responsible for any damages to the common elements or the unit caused by water infiltration due to the old storm windows and/or patio doors.

### W. Swimming Pool (05/08), {03/16}

- All activities by Unit Owners and Guests in and around the swimming pool shall be conducted in accordance with the provisions of state and local public health departments and with any other applicable laws.
- 2. Admission to the pool and pool area will be granted to all adult (18 years and older) residents presenting a photo I.D. reflecting the Hidden Lake Village address (or the address on file with the Managing Agent) In the case of those under the age of 18 who may not have a photo 1.0. reflecting their address, admission will be granted when a school or other valid photo 1.0. is presented along with a recent utility bill reflecting the appropriate address. Guest will be permitted with photo I.D. of the sponsoring Unit Owner/ Resident.
- 3. Admission to the pool may or will be refused to all persons having any infectious disease or condition. Bandages of any kind are not permitted. Any person under the influence of alcohol or exhibiting disruptive behavior shall not be permitted in the pool area.
- 4. No food will be allowed in the pool area except for the lifeguard's use. Absolutely no alcoholic beverages shall be allowed in the pool area at any time. Nonalcoholic beverages shall be allowed if they are stored in plastic containers. No Smoking shall be permitted in the pool area.
- 5. All persons will be required to take a shower with soap and warm water before being allowed in the pool. Bathers who leave the pool area for any reason are required to shower before returning to the pool.
- 6. Personal conduct within the pool area must be such that the safety of self and others is not jeopardized. No running boisterous or rough play is permitted.
- 7. People in street shoes are not allowed in the pool, on the pool deck or in any "wet" areas in the vicinity of the pool. Strollers, bikes, etc. are not permitted inside the fenced pool area or cabanas.

- 8. All apparel worn in the pool shall be clean and sanitary. As such, swimming suits must be worn by everyone using the pool. Cutoffs, street shorts, halter tops and other clothing which may also be used as street clothing will not be permitted.
- 9. Spitting, spouting of water or other activities which may introduce bacteria or other contaminants into the pool will not be permitted.
- Glass, soap, lotion or other materials which might create hazardous conditions or interfere
  with the efficient operation of the swimming pool are not permitted in the pool or on the pool
  deck.
- 11. Diving shall not be permitted.
- 12. No A.C. powered electrical appliances will be allowed in the pool area.
- 13 Children with cloth diapers and rubber pants may be brought into the pool area only if they are kept under the strict supervision of an adult (18 years or older). No more than two (2) toddlers may accompany any one (1) adult.
- 14. In accordance with Illinois Law, anyone under the age of 16 must be accompanied by a person 16 years of age or older unless prior arrangements have been made with the Managing Agent.
- 15. Guests of Unit Owners or Residents may use the pool only when accompanied by the Unit Owner or Resident. A maximum of two (2) guests per person or a maximum of four (4) per unit at a time will be allowed, unless prior arrangements have been made with the Managing Agent.
- 16. No pets are allowed anywhere in the pool area or grass area surrounding the pool area.
- 17. No person may enter the pool area alone or swim alone without a lifeguard present, nor may anyone be in the pool area except during regular operating hours. This rule does not apply to maintenance staff.
- 18. Regular operating hours of the pool are established by the Board of Directors from year to year or as modified by the Board of Directors from time to time.
- 19. Entrance to pool area shall be through the cabana building only. Climbing over or under the fence to gain entrance to the pool area shall not be permitted at any time.
- 20. In order to extend the life of the pool furniture, oil based tanning products and self-tanning products are not permitted. Additionally, all pool users are required to cover the chair or lounge with a towel when using.
- 21.. In the event there is a violation of the pool rules} the following may occur:
  - a. The lifeguard or attendants on duty are entrusted with protecting the personal health and safety of all persons using the pool or in the pool area. As such} they are empowered to require any person who violates the pool rules to leave the pool

- and the pool area, regardless of whether the violator is a Unit Owner, Resident, guest or one of their family members.
- b. In the event an individual is required to leave the pool on a second occasion for any reason, the pool privileges of that individual may be suspended for one month. In the event the individual is removed from the pool and pool area as a result of a third violation, that individual's pool privileges may be suspended for the remainder of the season.
- c. Due to the importance of protecting the health and safety of all persons in the pool and pool area, any suspension of pool privileges will be applied summarily without any prior hearing. However, any individual whose privileges have been suspended shall be entitled to request a hearing in accordance with the enforcement policies and procedures of the Ass ociation's Rules.
- d. The Association's lifeguards have been instructed that removal from the pool is a serious remedy to be exercised only upon a serious violation of the pool rules which results in jeopardy either to the violator or to others or for failure to comply with the Association's pool rules despite repeated warnings by the pool guard or attendant. Any time a person is removed from the pool, the lifeguard on duty shall be required to file a report with the Association describing the specific incident or incidents resulting in the individual's removal. A copy of the report shall be made available to the individual suspended upon written request to the Association.
- e. The Board of Directors reserves the right to assess a fine in addition to any suspensions with regard to violations.

### X. <u>Dryer Vent Cleaning (05/16)</u>

Dryer vent cleaning must be done at least every two years by an association approved.vendor.

### Y. Feeding Wildlife (01/2020)

Feeding wildlife is prohibited on all common elements/property. This shall include feeding of rabbits, squirrels, geese and all other non-domesticated animals. Birds may be fed if a proper bird feeder is used as specified in rule H.1.

### **III. PETS** (05/08), (05/16)

- A. No animals, other than dogs, cats or other animals reasonably considered to be household pets shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purposes.
- B. It is the duty of all residents owning or keeping a dog or cat to have them vaccinated against Rabies. The vaccination must be repeated annually or as required by the Village of Buffalo Grove.
- C. In compliance with the VBG ordinance on the limitation of the number on animals in condo's, No more than two dogs and/or cats may be kept in any unit.
- D. All pets must be leashed while outdoors or on any Common Property.
- E. No pet may be left outside a unit or building unattended or unleashed at any time. Permanent stakes are not allowed. Stakes or tethers are not allowed anywhere on the Property.

- F. Pet owners must clean up pet excrement immediately whenever on any portion of the property. Pets shall not be permitted to relieve themselves on any deck or balcony.
- G. Pet owners must "curb" their dogs when walking on the property, i.e. allow pet to relieve themselves on the parkway of the edge of the lawns. They are not permitted nears the bushes, trees or flower beds of unit owners.
- H. Pets shall be controlled so as not to create a nuisance anywhere on the Property. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Property or the Property of any other Resident.
- I. The Unit Owner is responsible for the actions of pets of anyone residing in or visiting his Unit, and the costs of repairing any damage caused by a pet shall be assessed to the Unit Owner responsible.
- G. Any Unit Owner who has been found guilty of any of these two (2) violations of the above rules will receive a warning and subsequently be fined.

### IV. VEHICLE REGULATIONS (06/07)

Failure to comply with Hidden Lake Village vehicle regulations will result in an initial warning and subsequent violations could result in fines and / or the vehicle being towed at Owner's expense. All vehicles and their valid license plate numbers belonging to residents MUST be registered with the Managing Agent.

### A. Permitted Vehicles

Passenger-type automobiles in a fully drivable and operable condition having no more than four (4) entry doors; or lightweight recreational motor vehicles, excluding campers, provided, however, that lightweight recreational vehicles shall have a "8" "RV" or other passenger license plate, shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand pounds (8,000 lb.), shall have an overall length of less then twenty feet (20'L shall have an overall width of less than seven feet (7'), shall be capable of being driven into a unit's garage and stored in a unit's garage with the garage door closed, and shall be of a design which, in the reasonable determination of the Board of Directors, does not impede entry and exit from a unit when parked on a unit's driveway, or motorbikes and motorcycles, provided that each of the foregoing is registered and licensed to be ridden on public roads and highways.

### B. Emergency Vehicles

Ambulance and hospital or medical vehicles, of any type, or fire fighting vehicles of any type, or police protection vehicles of any type, or snow plowing vehicles, or any vehicle, provided that each of the foregoing is being utilized for emergency purposes for the health, safety and welfare of the Unit Owners, Residents and other persons on the Property.

### C. <u>Non-Permitted Vehicles</u>

All vehicles other than those defined above as Permitted Vehicles or Emergency Vehicles or any vehicles without valid state license plates and appropriate municipal vehicle stickers, if required. Snowmobiles, off road vehicles including but not limited to trail bikes etc., shall not be operated on the Property.

### D. Commercial Vehicles

Vehicles portraying signage or decals advertising or promoting a service, product, etc. will be deemed-commercial or if a vehicle has exterior storage of equipment such as ladders, cables, etc., or if the vehicle has a license plate designation other than passenger plates (A or B). All commercial vehicles may park 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 or the Association. No commercial vehicle shall be parked on the Property overnight, except in garages.

### E. <u>Abandoned Vehicles</u>

A vehicle will be deemed abandoned if: it is in a state of disrepair rendering it incapable of being driven in its present condition; or it has not been used or moved for seven (7) consecutive days from the street, guest, or cabana parking areas; or it does not have current, valid vehicle licensing or an appropriate municipal sticker; or the acts of the Unit Owner or Resident and condition of the vehicle indicate it has been abandoned.

### F. General Rules Regarding Vehicles (05/16)

- 1. Parking of any vehicles on the street is permitted only as allowed by local ordinance.
- Vehicles may not be parked, maintained or stored 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.
- 3. All vehicles are restricted to paved surfaces, including the street, driveways, and parking areas on the Property. There shall be no parking or routes of passage across any other portion of the Property, including all lawn areas, sidewalks, arid fire lanes. Vehicles shall not be parked, maintained, or stored in a manner which interferes with ingress to or egress from a driveway or other portion of the Property.
- 4. Vehicles parked in front of any one garage door shall not extend past the end of the driveway or overlap onto Common Areas. Parking shall not obstruct any sidewalk or the entrance to or exit from any unit.
- 5. Permitted Vehicles shall not be parked, maintained, or stored on a driveway or on any other area reserved for the exclusive use of one (1) Unit Owner without the express permission of the Unit Owner or Resident having the right to exclusive use, possession and control of that area.
- 6. Parking, maintenance or storage of Non-Permitted Vehicles on any portion of the Property is expressly prohibited. However, commercial vehicles may park 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 or the Association.
- 7. Overnight parking in any recreational area parking lot (including, but not limited to any parking by swimming pool, etc.) is restricted to Permitted Vehicles only. The Board of Directors, in its sole discretion, may allow parking, maintenance or storage of other type vehicles by Residents or guests in these areas under such terms and conditions the Board of Directors determines. Any such permission shall be in writing, signed by the

Board of Directors or its duly authorized agent, and addressed to the Resident requesting it. If guest wishes to park or store a Permitted Vehicle for longer than one night in a recreational area parking lot, the Resident shall first obtain approval by requesting authorization in writing from the Board of Directors or its duly authorized agent.

- 8. Unit Owners who desire to request permission to park Non-Permitted Vehicles, as defined herein, on the Property, shall first obtain approval from the Board of Directors by submitting a written request explaining why such permission is being requested to the Managing Agent for the Board of Director's consideration at a regularly scheduled meeting.
- 9. Unit owners are responsible to keep driveway clean of any debris, oil leak or other fluid stains.
- 10. Prohibition of permanent parking or sustained parking by visitors in visitor parking areas. (5/21)
- 11. No owner shall use visitor parking for parking their personal vehicle(s), unless they have a second vehicle that cannot be parked on the driveway without overhanging the street curb. (5/21)
- 12. Storage outside of the following vehicles during the off season is prohibited: (5/21)
  - a) Motorcycles
  - b) Recreational/seasonal vehicles
- 13. No vehicle shall be parked in a manner that blocks ingress or egress to the streets, driveways and/or surrounding units." (5/21)

### G. <u>Enforcement for Vehicle Violations</u>

- 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 of Directors, or its duly authorized agent, 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 of Directors deems appropriate and is required by State law. Any Parking Violation Notice under these Vehicle Regulations shall also be deemed a Notice of Violation under the Policy and Procedures Regarding Enforcement, and vice-versa, regardless of whether 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 he 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 the other provisions for enforcement contained herein and in the Policies and Procedures Regarding Enforcement, the Board of Directors shall have authority to tow vehicles which are parked in violation of these rules under the following circumstances:
  - a. When a vehicle has been determined to be 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.
  - b. 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 immediately without prior notice to the vehicle owner.
  - c. 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 prior notice to the vehicle owner.

- d. 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, except for Limited Common Elements associated with the individual Unit (first 20' of driveway adjoining Unit Owner's garage), the vehicle shall be deemed to be interfering with ingress and egress of vehicles for emergency purposes and may be towed without prior notice to the vehicle owner.
- 4. After receiving notice of a violation or when 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.
- 5. The Board of Directors may designate one or more persons to send Notices of Violations and to affix Parking Violation Notices on vehicles.

### V. LEASES, TENANTS AND MOVING PROCEDURES (08/04, 07/08, 05/16)

- A. All Unit Owners who do not reside in a unit owned by them shall provide the Board of Directors with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Board of Directors in locating a Unit Owner who fails to provide such information shall be assessed to that Unit Owner as a common expense. 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 of Directors shall not be liable for any loss, damage, injury or prejudice to the rights of any such Unit Owner caused by any delays in receiving notice resulting there from.
- B. No Unit Owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes. Every lease must be for a period of at least one (1) year unless the Board of Directors consents in writing to the contrary.
- c; 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.
- D. Every Unit Owner intending to lease a unit shall give prior notice to the Board of Directors of such intention.
- E. Each Unit Owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws and Rules and Regulations. In addition, the Association shall be given both a signed original lease and Rider to every lease of any unit on the Property prior to the occupancy date on said lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the Unit Owner responsible as a common expense. The Association can bar occupancy until the lease is delivered and/or compliance with the Rules is achieved, pursuant to the Illinois Condominium Property Act, Section 18(n).
- F. If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board of Directors, in its discretion, shall determine what action or actions should be taken against the Unit Owner or tenant, as the case may be. When the Board of Directors, in its discretion, determines that a violation or series of violations warrant termination of a lease, the Board of Directors may take whatever action or actions are necessary to terminate the lease and evict the tenant.

- G. All expenses of the Board of Directors in connection with any violations under these Rules shall be assessed to the account of the Unit Owner responsible as a common expense.
- H. Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Unit Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of these Rules.
- I. Move-in / Move-out Fees: Any Unit owner/tenant moving in/out is responsible for any and all damages done to the common elements of the building. Notice must be given to the management company for all move-in and move-outs at least five (5) busi[less days in advance of a move.
- J. Moving hours are between 8:00 a.m. 6:00 p.m. Monday through Saturday and between 9:00 a.m. and 5:00 p.m. on Sundays and Holidays.
- K. All unit owners leasing their unit must have a current rental license with the Village of Buffalo Grove and must send in copy of the rental license along with all the lease information to Management.

### VI. POLICIES AND PROCEDURES REGARDING ENFORCEMENT (04/07)

- A. Any complaint which alleges a violation of the Declaration, By-Laws or Rules and Regulations shall be made in writing and contain the following:
  - 1. The name, address and phone number of the complaining witness.
  - 2. The Unit Owner's name, unit number or address of the unit where the person or resident complained of resides.
  - 3. The specific details or description of the violation, including the date, time and location where the violation occurred.
  - 4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary.
  - 5. The signature and address of the complaining witness and the date on which the complaint is made.
- B. The Association recommends that photographs be taken, if possible, to illustrate the nature of the violation. Any such photographs should be sent with the Witness Statement or forwarded as soon as possible. The name of the person who took the photographs and the date on which they were taken or made should be included.
- C. Upon receipt of a written complaint, the Managing Agent or the Board of Directors shall send the accused Resident a Notice of Violation and Notice of Hearing at a specific date and time or a warning.

- D. If a hearing panel is convened, failure to appear may be interpreted as concurrence that the violation exists. Requests for continuances must be received in writing no later than forty• eight (48) hours PRIOR to the scheduled hearing. One (1) continuance will be allowed. Any request for exception to any of the processes must be made in writing directly to the Board of Directors for consideration at the next Board of Direct or smeeting.
- E. At any scheduled hearing panel meeting, the panel shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on the alleged violator is behalf. After due consideration, the hearing panel shall issue its recommended disposition of the alleged violation to the Board of Directors. This recommendation will be presented to the Board of Directors at the next scheduled Board of Direct or smeeting. The decision of the Board of Directors shall be made bf majority vote and will be binding on the Unit Owner and the Association.
- F. Payment of any fines, assessments, charges, costs or expenses arising out of a hearing shall not become due until the Board of Directors has voted on the final disposition. Notification of the final disposition shall be made in writing. In the case of a violation of a continuing nature, fines may be assessed on a daily basis.
- G. Fines: Unless otherwise specified the following violation structure will be applicable to all violations:
  - 1. First violation of any provision of the Rules and Regulations will be a warning, unless any violation has resulted in damage to any Common Property or Limited Common Property. In the event that such damage has occurred, the Unit Owner will be assessed for the full cost of labor and materials required to repair damaged Property, and may also be fined subject to the discretion of the Board of Directors.
  - 2. Second and subsequent violations of any portion of the Rules and Regulations will be a minimum fine of \$100, subject to the discretion of the Board of Directors.
  - 3. Continuing violations may be subject to per diem fines subject to the discretion of the Board of Directors.
- H. In the event any violation has resulted in damage to any Common Property, which has not yet been repaired, the Unit Owner will be assessed for the full cost of labor and materials required.
- I. Any charges imposed under these proceedings shall be paid within thirty (30) days of the dated notification that such charges are due. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for collection. All charges shall be added to the Unit Owner's account and shall become an assessment against the unit and shall be collectible as a common expense in the same manner as any regular or special assessment against the unit.
- J. The remedies hereunder are not. exclusive, and the Board of Directors may, in addition, take any action. provided by law, in equity or in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

### HIDDEN LAKE VILLAGE CONDOMINIUM ASSOCIATION

### RESOLUTION.

WHEREAS, the Board of Directors of the Hidden Lake Village Condominium Association adopted these Rules and Regulations by majority vote, after a meeting of the Unit Owners was called for the specific purpose of discussing-the proposed Rules and Regulations, notice of which contained the full text of the proposed Rules and Regulations and which conformed to the requirements of the Illinois Condominium Property Act.

DAY OF	
	DAY OF

### **RULES AND REGULATIONS**

### HIDDEN LAKE VILLAGE CONDOMINIUM ASSOCIATION

Adopted this $\underline{}^{26^{th}}$ day of $\underline{}^{MAY}$ , $20\underline{}^{16}$ 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 (the "Board") given under the Declaration of
Condominium Ownership for Hidden Lake Village Condominium Association.
PREAMBLE
These Rules and Regulations have been adopted with the intent of providing the residents of Hidden Lake Village Condominium Association with a practical plan for day-to-day living at Hidden

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.

Lake Village, extracted from the technical language of the Declaration, By-Laws and Illinois law. .

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
Hidden Lake Village Condominium Association

# I-IIDDEN IAKE VILLAGE CONDOMINIDM ASSOCIATION RESPONSIBILITIES

### **MAINTENANCE**

<u> </u>	RESPONSIBILITIES	
ITEM	HIDDEN LAKE VILLAGE CA	INDIVIDUAL UNIT OWNERS
	APPLIANCES	
All home appliances, including disposers, dishwashers, refrigerators and ranges		Declaration Article IV, Section 4.06(b)(i)
Furnace and Air Conditioner		Declaration Article IV, Section 4.06(b)(i)
BUIL	DING INTERIOR/EXTERIOR	
Patios and Balconies	Declaration Article IV, Section 4.0-6(b) (iii)	(All work will be done by Association's contractor and billed back to the Unit Owner *)
Doorways and doors- exterior	Declaration Article IV, Section 4.06(a)	
Gutters and downspout system	Declaration Article IV, Section 4.06(a)	
Painting- exterior	Declaration Article IV, Section 4.06(a)	
Painting/decorating, all interior work, ceilings and floors		Declaration Article IV, Section 4.06ba(ii)
Roofs and Chimneys (excluding interior flue)	Declaration Article IV, Section 4.06(a)	
Siding-exterior (aluminum or vinyl) normal wear and tear only	Declaration Article IV, Section 4.06(a)	
Storm/screen, windows and patio doors		Declaration Article IV, Section 4.06(b)(i)
Interior surface of the finished perimeter walls, floors and ceilings		Declaration Article IV, Section 4.06(b)(iii)
Damage to unit resulting from water leaks		Declaration Article IV, Section 4.06ba(i)
	COMMON ELEMENTS	
Landscape Service	Declaration Article IV, Section 4.06(a)	
Mailboxes and posts at curb line	Declaration Article IV, Section 4.06 (a)	change keys, lock not working contact local post office
Sidewalks	Declaration Article IV, Section 4.06(a)	

	1	
Snow removal from walks, recreation areas, private roads, and streets and private sidewalks	Declaration Article IV, Section 4.06(a)	
Perimeter fencing	Declaration Article IV, Section 4.06(a)	
Signage	Declaration Article IV, Section 4.06(a)	
Parking areas, except those defined as Limited Common elements	Declaration Article IV, Section 4.06(a)	
Parking space adjacent to and in front of the parking garage located in the unit		Declaration Article IV, Section 4.06(b)(ii)
Private sidewalks and service walks	Declaration Article IV, Section 4.06 (a)	
Garages		Declaration Article IV, Section 4.06(b) (i)
	WIRING AND UTILITIES	
Electrical lines located within the unit and servicing more than one unit	Declaration Article IV, Section 4.06(a)	
Electrical facilities outside boundaries of all units	Declaration Article IV, Section 4.06(a)	
Electrical lines and components located within a unit and serving specifically that unit		Declaration Article IV, Section 4.06 (b)(i)
Lines and pipes to bring water, gas and electricity to units	Declaration Article IV, Section 4.06(b)(i)	
Outside lighting fixtures	Declaration Article IV, Section 4.06(a)	
Lights in units and other electrical fixtures in units		Declaration Article IV, Section 4.06(b)(i)
Plumbing system located within the unit		Declaration Article IV, Section 4.06(b)(i)
Interior sanitary sewers and drains, all hookups servicing exclusively one unit and situated within unit		Declaration Article IV, Section 4.06(b)(i)
Sewer, water, electrical and other utility	Declaration Article IV, Section	Declaration Article IV, Section
lines serving the Common Elements	4.06(a)	4.06(b)(i)
Telephone, Cable and Satellite service/ lines		Declaration Article IV, Section 4.06(b)(i)
Water heaters and Water softeners		Declaration Article IV, Section 4.06(b)(i)
Through the wall HVAC fixtures or installations		Declaration Article IV, Section 4.□6{n Hi)

<sup>\*</sup> Outside Light Fixtures: The only fixtures covered by the Association are those that serve Common Areas such as common hallways, common garage corridors, etc. Any and all lights that serve an individual unit owner and are controlled by that unit owner are to be serviced and replaced at the Unit Owner's expense.

### Rule Enforcement Procedure

- .1. <u>Declaration Provisions.</u> The Declarant, the Association, or any Owner, shall have the right to *enforce1* by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed \_by the provisions of the Declaration, By-Laws, and Rules. Failure by the Association or by any Owner to enforce any Covenant, Restriction, By-Law or Rule obtained therein shall in no event be deemed a waiver of the right to do so thereafter.
- 2. <u>Fine System.</u> Violation of any Covenant, Conditions, Restriction of the Declarations, By-Laws or Rules shall be subject to a penalty not exceeding \$1,000.00 per violation and revocation of privileges until said penalty is paid and the violation corrected.
- 3. <u>Procedural Rules</u>. No penalty shall be assessed unless a hearing is held in accordance with the following procedural rules:
  - A) <u>Time Limitations.</u> Complaints must be filed within 35 days of violation. {See complaint form.)
  - B) <u>Hearing Body</u>. The Board of Directors shall hear all complaints.
  - C) <u>Continuances.</u> Continuances shall be granted for cause, except each side shall be allowed one continuance without showing cause.
    - 1. Cause is defined as:
      - i. Party or witness out of town.
      - ii. Party or witness is ill.
      - iii. Death in family of party or witness.
    - 2. Requests for continuances must be communicated to the Board of Directors or management within a reasonable time before said hearing date.

### D) Burden of Proof:

- 1. Violation unanimous Board decision required.
- 2. Penalty majority Board decision required.

### E) Enforcement:

1. Lien.

)

2. Legal proceedings.

### F) <u>Definitions:</u>

- 1. Final Decision Any decision of the Board is final.
- 2. Consolidation Where two or more complaints are filed against an Owner for the s me claimed violation before a decision of the Board is rendered, they will be heard at the same time and the decision of the Board will be considered as one violation.

### G) Complaints:

- 1. Owners may file complaints
- 2. Board Members may file complaints, but not take part in the decision.
- 3. Committee Members may file complaints.
- 4. Management may file complaints.
- H) Notice.. The complaint shall be delivered by personal service or by mail to the alleged violators address a reasonable time before the hearing date.
- l) <u>Penalties.</u> The Board may assess a fine for violation of any Association Rule or provision in the Declaration or By-Laws. Notwithstanding, the assessment of a fine shall not limit the Association from pursuing any other legal remedy in law or equity.
- J) <u>Inconsistencies</u>. All penalties or parts of penalties inconsistent with the Declarations or By-Laws are hereby repealed.

# Hidden Lake Village

### **COMPLAINT HEARING**

Date and Time of Hearing		FAILURE TO APPEAR MAY RESULT A DEFAULT BEINGENTERED AGAIN YOU IN THE FORM OF A FINE OF UF TO \$1,000.00;	
Place of Hearing	)		
COMPLAINANT:	<u>C</u> (	<u>OMPLAINT</u>	
(Name)	(Address)	(Phone)	
	ou have difficulty underst hearing who can assist	anding and/or speaking English, bring tyou.)	
(Name)	(Address)	(Phone)	
	CLAIM	ED VIOLATION	
Date(s) and Time Location(s):	e(s):		
What Happened	:		
WITNESSES:			
(Name)	(Address)	(Phone)	
(Name)	(Address)	(Phone)	

# Hidden Lake Village

[Date]

[Owner's Name] [Mailing Address Line 1] [Mailing Address City, State Zip]

RE: [Property Street Address] - [Violation]

Dear Unit Owner:

As you know, our company is the managing agent for your Association. The relationship with your Association is one that we enjoy, and we always look forward to helping homeowners who have problems. However, as in any profession or vocation, there is a negative side. One of the negative sides of our business is having to tell homeowners "no" or sending them letters requesting that they discontinue certain kinds of conduct.

Regrettably, this letter is such a request. Recently, it has been brought to our attention that [ violation.] That is prohibited. Further, it is a violation of [Rule.] Please [fix violation(s)] within [time allotted] from the date of this letter. Your prompt attention regarding this matter is greatly appreciated.

Very truly yours,

Hidden Lake Village Condominium Association

Villa Management, Agent

# EXHIBIT D HIDDEN LAKE VILLAGE CONDOMINIUM ASSOCIATION RIDER TO LEASE

This Rider is added to the attached lease in accordance with the Rules and Regulations of Hidden Lake Village Condominium Association. By this Rider, the undersigned parties to said lease expressly acknowledge that, as required by Section 18 of the Illinois Condominium Property Act, every lease and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of Hidden Lake Village Condominium Association (the "Board"), shall be a third party beneficiary of said lease and shall be entitled to pursue all 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 the same.

Lessor (Landlord)	Lessee (Tenant)
Seal) Lessor (Landlord)	(Seal
Date	Date:
•	d this Rider must be given to the aforesaid Board of he Rules and Regulations of the Association.
The information below is for the Associate	tion's use only.
Lessor Information:	Lessee Information:
Emergency Phone - Home	Emergency Phone - Home
Emergency Phone - Work	Emergency Phone - Work
Home Address	
City, State, and Zip Code	

### **Rental Property:**

### CRIME FREE LEASE ADDENDUM

Permit Expiration Date:

In consideration of the execution or renewal of a lease of the dwelling unit identified in the lease, Owner and Resident agree as follows:

- 1. Resident, any members of the resident's household or a guest or other person under the resident's control shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in the Illinois Compiled Statues).
- 2. Resident, any member of the resident's household or a guest or other person under the resident's control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or near the said premises.
- 3. Resident or members of the household will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug related criminal activity, regardless or whether the individual engaging in such activity is a" member of the household, or a guest.
- 4. Resident, any member of the resident's household or a guest, or another person under the resident's control shall not engage in the unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance, at any locations, whether on or near the dwelling unit premises or otherwise.
- 5. Resident, any member of the resident's household, or a guest or another person under the resident's control shall not engage in any illegal activity, including prostitution, criminal street gang activity, threatening or intimidating, assault, including-but not limited to the unlawful discharge of firearms, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious property damage.
- 6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLEVIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this added addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for immediate termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
- 7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of the addendum shall govern.

8. This LEASE ADDENDUM is incorporate	ed into the lease executed or renewed this day between Owner and Resident.
Date:	
Resident Signature	
Date:	
Resident Signature Date:	
Owner's Signature	
Property Owner's Name Rental	Permit Number:

### **EXHIBIT E**

### UNIT OWNER LANDSCAPE IMPROVEMENT GUIDELINES

It is the intent of the Hidden Lake Village Condominium Association to encourage Unit Owners to make landscape improvements to the common element (i.e. adding flowers to existing tree rings, planting trees, shrubs, etc.) However, all requests for improvements to the common elements must be approved by the Board of Directors prior to installation. Such anticipated plantings should be noted on a Landscape Improvement Application and returned to the Managing Agent for notation and approval.

Please note: plantings in the rear of buildings within the designated 30" inches area do not need prior approval. Please refer to Section M of the Rules and Regulations.

After your request has been made, it will take approximately four (4) to six (6) weeks before you are notified of a decision.

If your request is approved, you will receive a cost estimate from the current landscape company (if necessary). Any deviations from the original plan will require approval from the Board of Directors.

The current lawn maintenance contractor is the only contractor allowed to install new plant materials on the Property. They offer a one (1) year full season warranty on all materials and they will assist in maintaining the continuity and uniformity in the design concept of the Property. This program is essential to the aesthetic appearance of the Hidden Lake Village community.

### **EXHIBIT F**

### SCO\_PE OF TRASH SERVICES AS OF OCT, 1, 2004

All items are to be placed at the curb the morning of collection day.

Refuse 32-gallon black plastic trash bags, at least 1 ml gauge. Bags may be placed in 32-gallon

plastic trashcans, with attached lid. Maximum weight for cans and bags is 45 lbs each.

Recycle Basic recycling includes newspapers, mixed paper, cardboard, #1-#7 plastics, aluminum

and steel cans. Products can be mixed together. Cardboard must be broken down to

2 x2'or smaller and bundled and tied.

Oversized Items One large **regular household** item such as a bicycle, table, chair, mattress etc. will be

collected on the normal trash day free of charge.

Additional Items Must be an extra pick up. Call for prices.

Heavy Materials Large automotive parts will not be collected as household trash. Concrete, gravel, etc.

and similar items can be referred to IBC.

Auto Tires We will not collect tires. Due to EPA regulations, tires cannot be disposed of in Illinois

Landfills. Check with your local tire store. Many times they will take it for cost of

Illinois Tire Tax.

<u>Building & Lumber</u> Construction debris from remodeling projects such as paneling, drywall, cabinets, etc,

will need to be scheduled !n advance prior to pick up day, must be placed at the curb for removal and must be packaged properly; tied into bundles or in cans. Bags can be no

heavier than 45 lbs. Extra pick up is \$12.50/yard.

<u>Carpeting</u> Carpeting must be rolled, and taped or tied. The carpet, after being rolled and tied,

should be no longer than 4' in length and no wider than 2' in diameter; and weight no

more than 45 lbs each. 5 rolls of carpet are considered 1 yard. Pick up charge is

\$12.50 per yard. All carpet pick up must b,e prepaid in advance.

<u>Cardboard Boxes</u> Flatten and bundle into stacks. May be tied with twine to secure. Cardboard should be

no longer or wider than 2' and flattened to be taken as recycle or can be cut down to

small enough pieces to fit loosely inside bin/cart.

Non-Collectibles . Toxic products such as automotive batteries, pain products, insecticides, oil, and

antifreeze. See household waste hazard information for drop off sites.

Any special items requiring collection should be called into Waste Management's office 2 days prior to the regular scheduled trash collection. Supervisors can do a site survey or refer to the "Residential Special Pricing" guide if applicable. Pick up will be schedule on the regular service day. The supervisor must approve items in need of pick up on a day other than their normal day and additional \$30 will be added to the quoted price for a traveling fee. **All special pick ups must be paid in full before collection is made.** Credit card or check is accepted.

Waste Management (800) 796-96'96

### **Hidden Lake Village**

### Application for Alside "Ultramaxx" Window/Patio Door Installation Name:\_\_\_\_\_ Date: \_ \_ \_ \_ \_ \_ \_ E-Mail: \_\_\_\_\_ Address: Altemate Phone#: \_\_\_\_\_ Home Phone: \_ \_ \_ \_ \_ \_ \_ Description of unit: **Q** Townhome (outside private entry- 2 floors) **Q** Villa Unit (outside private entry- 1 floor) Q 1<sup>st</sup> floor 0 2<sup>nd</sup> floor O Country Home (shared hallway) O 1<sup>st</sup>floor O 2<sup>nd</sup> floor **0** PATIO DOOR ALL WINDOW ARE BEING REPLACED **0** ONLY SOME OF THE WINDOWS ARE BEING REPLACED. PLEASE INDICATE# OF WINDOWS: (Please indicate which windows on a separate diagram). If there are multiple windows along with the same side of the building, you must replace all ofyonr windows on the same side of the building unless the Board grants a hardship exception. All windows must be: Alside "Ultramaxx" brand b) Two-Light slider c) Exterior color to be American Terra (submit sample) Be exactly the same dimensions as the existing windows d) Patio door must be: Single slider b) Exterior color to be American Terra (submit sample) Be exactly the same dimension as the existing door c) Name of contractor/supplier: Please attach the following: C A copy of the specifications, with sample of picture of the proposed windows and/or patio door. **CJ** A copy of the contractor's written proposal for the work. C Contractor's proposal must include removal of all construction debris from property daily. CA copy of the contractors' certificate of General Liability and Worker's Compensation insurance listing Hidden Lake Village Condominium Association and the Management Company as additional named insured. C Signed copy of the Hidden Lake Village Condominium Association Agreement for Unit Alterations. If approved, Unit Owner accepts full responsibility for the altered area and agrees to maintain it in a safe and presentable condition and all work must be completed within 90 days of this approval is automatically rescinded. Incomplete forms will not be acted upon. Signature of Unit 0 wner(s):\_\_\_\_\_\_ Date:\_\_\_\_\_ Date:\_\_\_\_\_ OFFICE USE ONLY Application received:\_\_\_\_\_ Submitted to Board:\_\_\_\_ Reviewed by Board:. Approval subject to

ORejected due to:

Unit Owner notified: By: Final Inspections By: Date:

# EXHIBIT H APPLICATION FOR SCREEN DOOR INSTALLATION

### HIDDEN LAKE VILLAGE CONDOMINIUM ASSOCIATION

Name:	Date:
Address:	
Home Phone:	Work Phone:
Email Address:	
I/We hereby request Board approval for t	the installation of a store door on the front door of our unit.
We intend to install:	
☐ White Fullview storm door	D White Fullview w/ retractable screen
I	
Name of contractor/s	upplier•
Hidden Lake Village Condominium insured.	n proposal for the work ie of General Liability and Worker's Compensation insurance listing in Association and the Management Company as additional named illage Condominium Association Agreement for Unit Alterations.
If approved, Unit Owner accepts full resp presen1able condition.	ponsibility tor the altered area and agrees to maintain $it$ in a sate and
Signature of Unit Owner(s):	
	OFFICE USE ONLY
Date application received:	Date Submitted to Board:
Date reviewed by Board:	_
☐ Approval subject to:	
■Rejected due to:,	
Unit Owner notified:	By:
Final Inspection By:	
Revised 7/2008	