

Rules and Regulations
Brentwood Neighborhood Association

BRENTWOOD NEIGHBORHOOD ASSOCIATION RULES & REGULATIONS

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Click [Maintenance/Repair Request Form](#) to access this MS Word document.

Attachment "E"

Click [Indemnification Agreement Form](#) to access this Adobe file.

Brentwood Neighborhood Association is subject to the Declaration of Townhouse Ownership—Easements, Restrictions, Covenants and Bylaws for Brentwood Neighborhood Association.

In all cases, where a specific situation or activity is not specifically allowed or disallowed, the unit owner should always contact the Board of Directors for approval before starting.

ARTICLE I

GENERAL RULES AND REGULATIONS

All rules, regulation, restrictions and covenants contained in the Brentwood Declaration and Bylaws are incorporated as part of these Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, Bylaws, or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declarations, the Bylaws and the Rules and Regulations, in that order. These Rules and Regulations are binding on all unit owners, residents, their families and guests. 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.

All Definitions:

Refer to Article II of the Brentwood Neighborhood Association Declaration.

If any unit owner, guest, family member or tenant is found guilty of a violation of any Rule or Regulation, the Board will notify the unit owner in writing and a fine may be charged to the assessment account of the owner of the unit in which the guilty person resides. Any such fine or charge shall be charged to the unit owner's assessment account and collected with the monthly assessment.

Section 1.01 VANDALISM

Any acts of vandalism shall first be reported to the Bartlett Police Department and then to the Managing Agent, so that the necessary repairs may be

completed. For damages caused by a unit owner, his dependents or his guests, the unit owner will be charged for all repairs and legal fees incurred.

Section 1.02 CHILDREN

Children shall not play anywhere where they may endanger themselves or unnecessarily disturb other residents.

Section 1.03 SOLICITING

The Association discourages door-to-door solicitors. Individual unit owners should discourage any unauthorized solicitors without a Village of Bartlett permit clearly displayed. A "no soliciting" sign not to exceed 4" x 4" may be placed on a unit owner's front door or side panel. If any solicitor is acting suspicious, contact the Bartlett Police Department.

Section 1.04 PETS

No livestock, poultry or animals of any kind shall be raised, bred, or kept on any portion of the Brentwood properties. Only two (3) adult dogs, cats or other usual and common household pets are permitted in a unit.

All dogs must be controlled by a leash, and held by a person physically capable of controlling the animal. Pets may not be left unattended in the common areas; nor may any pet on a leash be tied or constrained to a tree, bush or any other common element in the common area or limited common areas. No pet is allowed to run unattended or uncontrolled and said animal is considered to be stray and subject to impoundment. Any pet, that is considered, in the sole discretion of the Board, to (a) endanger the health; (b) make objectionable noise; or (c) constitute a nuisance, inconvenience or danger to the residents of other units or the owner of any portions of the Properties, shall be removed upon three (3) days notice by the Board. If the owner fails to honor such request, the Board may remove the pet.

All pet owners must immediately clean up after their pets when walking on common, private, and village grounds. Owners who do not clean up after their pets will be fined. No pet may be tied on a leash inside the garage (while the garage door is open) and run unattended on the thoroughfares or driveways between the buildings.

Any and all damage caused by an animal to grass, trees, and all vegetation shall be the sole responsibility of its owner and all charges incurred for replacement shall be billed directly to the unit owner responsible for the pet. Any and all damage to the grass must be replaced with sod. The Brentwood landscaping service will replace the sod or other vegetation and the charges will be billed directly to the unit owner.

Dogs or cats under six months of age are not required to be vaccinated, except that unconfined dogs four months of age or older are required to be vaccinated. The owner of the dog or cat shall obtain from the veterinarian an appropriate certificate and tag for each dog or cat owned by him/her; and such tag issued shall be immediately attached to the collar or harness of such animal and worn at all times. All dogs must be registered with the Association. (See Attachment "A") Pet Registration

Every person owning or keeping a dog in the Village shall annually register the dog with the Village Clerk and pay a license fee of two dollars (\$2.00) for each dog. A rabies certificate is required for purchase of dog tags.

Section 1.05 NOISE

It is unlawful for any person within the Association to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which, in the Board's discretion, either unreasonably annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others within the corporate limits of the Association. The Board of Directors must approve lawn parties in advance upon 30 days written notice. Fireworks of any kind are strictly prohibited.

Section 1.06 NUISANCE

No portion of the Properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear, in the Board's discretion, to be in an unclean or untidy condition or that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the Properties that will, in the discretion of the Board, emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the surrounding Property. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Properties. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

Section 1.07 UNSIGHTLY OR UNKEMPT CONDITIONS

It shall be the responsibility of each unit owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his/her unit. For security reasons, garage doors are to be kept completely closed at all times, except when the unit owner is present in the garage. Firewood is not permitted to be stored or left on Common Property, porches or decks.

No newspaper, clothes, sheets, blankets, or laundry of any kind that are, in the Board's discretion, objectionable shall be used as permanent window treatments in the windows, on porches, balconies, or other common areas. Any and all temporary window treatments, such as the items just listed, must be removed after a period of six (6) weeks occupancy. All personal property (i.e., bikes, roller blades, toys, sports equipment and basketball hoops) should be kept off of Common areas and limited Common areas for purposes of storage. All screen and window repairs must be made in a timely manner. No permanent or temporary basketball apparatus or related sporting apparatus is allowed on the Common Property areas.

Section 1.08 LEAFLETING

Any person seeking to distribute commercial literature on the Property, other than through the United States Postal Service, shall first receive a permit from the Board of Directors, by request, upon 30 days written notice. Leaflets, posters or flyers cannot be attached to mailboxes or placed on the front door or garage door.

Section 1.09 GARAGE/ESTATE SALES

Individual garage sales are prohibited in Brentwood. One community garage sale may be held each year. The Board of Directors will determine the date of the above-mentioned garage sale. Any unit owner may propose a preferred date to the Board of Directors by submitting in writing a request to the Managing Agent.

Section 1.10 GARBAGE AND TRASH

All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. All rubbish, trash, or garbage shall be kept in the unit owner's garage until the permitted time to place it by the curb for pick-up. Garbage may not be burned on the property. Each new unit owner must contact Allied Waste, the refuse contractor for Brentwood, to commence service. Allied Waste customer service can be contacted at 1-847-429-7370.

Per the Village of Bartlett, garbage containers (sealed garbage bags, hard containers, and/or recycle bins) cannot be set out earlier than 6:00 p.m. on the night before collection and must be at the designated curbside area no later than 7:00 a.m. on the day of scheduled pickup. Containers must be removed by

9:00 a.m. on the day following collection service. Special arrangements must be made with Allied Waste if pick-up is required of oversized items, e.g. appliances, carpets or sheets of plywood.

- **Collection Schedule:**

The collection day for Brentwood is Tuesday.

- **Holiday Schedule:**

When your collection day falls on or after one of the following holidays, garbage will be picked up one day later than usual: New Years Day, Memorial Day, Independence Day, Labor Day, and Christmas Day.

Scavenging is prohibited. Littering is also prohibited and includes cigarette butts.

Section 1.11 SIGNS

No sign of any kind shall be erected within the Properties without the written consent of the Board of Directors. The Board of Directors shall have the right to erect signs, as they, in their discretion, deem appropriate.

"For Sale", or "Brokerage" signs are limited to the interior of one (1) front window and one (1) back window inside the unit for sale; each sign may be no larger than five (5) square feet in area. In addition, one standard type open-house sign is allowed on Common ground in front of the unit only on the day of the open house between the hours of 10:00 a.m. and 4:00 p.m.

Section 1.12 SEASONAL DECORATIONS

Decorations for the Christmas holiday season may be displayed the Saturday before Thanksgiving until January 15, at which time all decorations must be completely removed. In the event that said decorations are not removed within the time period provided, the Association may see to such removal at the owner's expense. Other holiday decorations may be displayed three (3) weeks prior to the holiday and removed one week after the holiday.

Decorations shall be allowed only on a unit's door entrance and/or porch and/or deck. No decorations will be allowed on any other common elements such as the roof, gutters, land, grass, parking spaces, trees etc. Flashing or strobe lighting may not be used.

In the event there is any damage to the common elements caused by any decorations (either through handling, use, removal or otherwise), the unit owner shall be directly responsible for any necessary repair to bring the common element to its original condition. If said unit owner does not undertake said necessary repair upon the removal of the damaging decorations, the Association will charge the cost of such repair to the unit owner.

Any potential safety hazards (including, but not limited to, non-waterproofed electrical cords, the lack of necessary extension cords, etc.) are strictly prohibited.

Section 1.13 STORM DOORS AND SCREEN DOORS

(See Attachment "B") Storm Door Policy

Section 1.14 ROOFS

To prevent potential damage, only authorized personnel are allowed on the roofs, and then only after signing a release of liability and hold harmless, filed with the Managing Agent.

Section 1.15 MAINTENANCE REQUESTS

All maintenance requests should be called into or submitted to the Managing Agent. Emergency calls can be placed to the Managing Agent 24 hours a day, but requests for ordinary/non-emergency maintenance/repairs must be submitted with a completed Maintenance/Repair Request Form (Attachment "E") to the Managing Agent. An emergency call constitutes flood, fire or risk or loss of life. The Managing Agent will be responsible for responding within 24 hours upon any initial request. The Managing Agent will maintain a list of emergency numbers for residents to call.

Section 1.16 SECURITY

The Association is located in Bartlett and all calls of complaint, vandalism, prowlers, disturbances, etc., should be directed to the Bartlett Police Department. If any suspicious activities are observed, notify the Police immediately. Write down any vehicle license numbers you observe.

Section 1.17 LANDSCAPE/PLANTINGS

The unit owner shall be responsible for the care and maintenance of any plantings (i.e., flowers) they install. Plantings must be installed in such a way so as not to interfere with the functions of any maintenance equipment used for the grass or Common Property. No edging of any design or ground cover (i.e., rocks) can be installed anywhere. Plantings may only be installed in already established non-sodden areas approved by the Board of Directors. No alterations of any nature to the Master Plan of Brentwood are allowed without the prior approval of the Board of Directors.

No lawn decorations of any type are allowed in any common area. Further, it is the Board's desire to maintain uniformity and the aesthetic appearance of the complex and, therefore, all decorations will be evaluated with these criteria in mind.

Any sod or vegetation or other common property damaged by or removed by any person or pet on the Property shall be replaced at the expense of the unit owner who is responsible.

Any plant containers that are connected to porch or deck railings that may pose a danger of falling must be securely fastened.

Plants or vines that cling or crawl or affix to any part of the unit building, including the garage, are prohibited. No plants in any pot or container may be hung from the trees or bushes in the common property.

Section 1.18 INSURANCE

Unit owners are responsible for providing insurance for their personal property as outlined in the Brentwood Declaration, Article VI, Section 4.

Section 1.19 STRUCTURE IMPAIRMENT

Nothing shall be done in, on, or to any part of the townhome property which would impair the structural integrity of any building or structure located on the townhome property. Attachment of any objects to the outside common elements of the building is prohibited.

Section 1.20 ALTERATIONS

No alterations of any kind may be made to the exterior portions of any building, including roofs, siding, decks, porches, driveways and sidewalks without written permission of the Board. Exterior lights can only be clear or soft-white bulbs.

Section 1.21 ANTENNAS/SATELLITE DISHES

Rules and Regulations Regarding the Installation of Satellite Dishes

In order to keep the aesthetic appearance of the Brentwood Neighborhood Association in a good and orderly manner, the Board has adopted the following Rules and Regulations:

1. Any owner interested in installing a satellite dish one (1) meter or less in diameter must notify the Board and obtain instructions for installation at least seven (7) days prior to the date of installation. Satellite dishes greater than 1 meter (3.3 ft) in diameter are prohibited.

2. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. The Board requires satellite dishes to be installed on patios or decks (balconies). Any deviations, including on the backside of the roof or plant beds, must be approved by the Board of Directors prior to the installation of the satellite dish.
3. No more than one (1) antenna of each provider may be installed at a unit.
4. To protect the health, safety and welfare of the residents, all satellite dishes must be professionally installed. The unit owner must provide proof that the contracted installer is insured and licensed. All wires must be encased in molding which matches the color of the building. Existing wires should be used if at all possible.
5. In order to protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the satellite dish. The cost of this inspection may be assessed back to the respective owner.
6. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of the property on which the dish is installed, the Board may assess the cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
7. The unit owner shall keep the satellite dish in good repair at all times. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.
8. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property. In addition, the owner must restore the property to its original condition upon removal of the dish.
9. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of the satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. The 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. The Owner must execute the SATELLITE DISH INDEMNIFICATION AGREEMENT (see Attachment "C") upon installation of the dish.
10. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Article of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth therein. All obligations therein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein and execute a new Indemnification Agreement, the dish must be removed prior to conveyance.
11. All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Boards of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration will be borne by the Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to reinstall 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.

Section 1.22 HOME-BASED BUSINESSES AND BUSINESS ACTIVITY

The business or business activity follows all Local, State, and Federal laws and ordinances that may apply. It is the sole responsibility of the homeowner to be in compliance with all applicable laws. A home-based occupation is permitted so long as it does not change the residential neighborhood atmosphere or infringe upon the rights of abutting and adjoining homeowners' residences.

The business or business activity may be deemed a nuisance if it is detectable via sight, hearing, or smell.

The Association assumes no liability for any such business or business activity. The homeowner assumes any and all responsibility and liability inherent in his or her business or business activity.

The business or business activity must be in complete compliance with all Association documents.

Garages shall not be used to store inventory or equipment for any business or business activity.

Any violation of the Association documents related to a homeowner's business or business activity might subject the homeowner to termination of his/her right to operate his/her business on the premises, at the discretion of the Board. This rule shall apply to all homeowners, tenants, and residents.

There shall be no commodity sold or service rendered that requires delivery or shipment by other than passenger-sized motor vehicles, three-quarter-ton step-up vans or similar sized trucks.

The business or business activity shall be conducted in such a manner that it does not create parking or traffic congestion for the abutting or adjoining neighbors or for the immediate neighborhood.

All homeowners must comply with the *CITY* Code on home occupations. Any violation of the *CITY* Code will be deemed a violation of the Association documents and subject a homeowner to penalties consistent with the Association documents. The Board may notify *CITY* regarding homeowners in violation of the *CITY* Code regarding home occupations.

Section 1.23 DECKS/PATIOS/PORCHES

Unit owners shall keep decks, patios and porches clean and free of clutter. No unsecured items shall be placed outside of deck rails or hung over such rails. Decks may not be used for storage, except that patio furniture and gas/electric grills may be used. Charcoal grills are prohibited on or below wooden decks.

Section 1.24 U.S. FLAG

Only one U.S. flag or one banner is allowed to be displayed per unit without Board approval and is limited in size to maximum 3' by 5'. When the flag is displayed from a staff projecting from a window, deck, or a building, the union should be at the peak of the staff unless the flag is at half staff. The flag should be cleaned and mended when necessary.

When a flag is so worn it is no longer fit to serve as a symbol of our country, it should be destroyed by burning in a dignified manner or turned in to a VFW post for proper disposal.

Ordinarily it should be displayed only between sunrise and sunset. It must be illuminated if displayed at night.

Refer to [U.S. Flag Etiquette](#) for a more complete explanation.

Section 1.25 Driveways

Spraying Armor All, waxes or tire cleaners on the driveway surface is prohibited.

ARTICLE II

VEHICLE REGULATIONS

Section 2.01 GENERAL RULES

All vehicles are restricted to the paved surfaces, including the streets and parking areas on the Property. Parking is not allowed between 2:00 a.m. and 6:00

a.m. on any of the streets in the Village of Bartlett. Please contact the Bartlett Police Department if an exception is necessary. The five Common parking areas are reserved for guest parking. Exceptions for special occasions have to be approved beforehand by the Board. All parking spots shall be used for parking operable and licensed automobiles only, and shall not be used for storage or for parking of mobile homes, tractors, trailers (either with or without wheels), camper trailers, commercial vehicles, snowmobiles, boats and boat trailers, other watercraft or other recreational vehicles or used for any other purpose. No repair or bodywork of any motorized vehicle shall be permitted except within the confines of the garage. Passenger motor vehicles in non-operative conditions shall only be parked in garages. Commercial vehicles shall be parked only in the garages. Commercial vehicles are defined as vehicles operated for the transportation of persons or property in furtherance of any commercial or industrial enterprise which are designed, equipped and used for carrying commercial freight, goods, wares, merchandise or equipment and any vehicle displaying commercial advertising on the body thereof. All of the above vehicles must be parked inside a garage. In addition, disabled vehicles shall not be kept on the premises in additional parking, or any Common area. Said vehicles must be kept in a garage. Vehicles may not be parked, maintained or stored so as to obstruct passage of other vehicles on the Property. There shall be no parking on routes of passage between the front or back of the buildings, on driveway entrances or "turn-around" or any lawn areas and sidewalks. Vehicles shall not be parked, maintained or stored in a manner that interferes with ingress to or egress from the garage drive areas or other portion of the Property. Vehicles are not allowed to be parked half in and half out of the garage. Vehicles must be parked completely in the garage so that the garage door can be kept closed when the unit owner is not present in the garage. THESE RULES MAY BE ENFORCED BY THE REMOVAL OF ANY VEHICLE PARKED IN VIOLATION OF THE RESTRICTIONS SET FORTH HEREIN AT THE OWNER'S EXPENSE.

Section 2.02 VEHICLE RULES/TRAFFIC PARKING

1. Any unit owner in possession or ownership of a commercial vehicle shall place said vehicle in said unit owner's garage. Owners with special circumstances must apply to the Board of Directors for approval to park the vehicle in a location other than the owner's garage. Any owner who owns a vehicle required to display a Class B registration pursuant to the Illinois Vehicle Code may request permission from the Board of Directors to park said vehicle on the Common Property areas upon a showing that the vehicle is not used in any way as a commercial vehicle and has NO writing on the vehicle. The decision of the Board with regard to permitting Class B vehicles to park on the limited Common Property areas shall be final.
2. During any snowfall with an accumulation of two or more inches, all vehicles must be removed from the street and driveways, so as not to obstruct snowplowing operations. If a vehicle or vehicles have not been removed from a driveway, said driveway will not be plowed. If a vehicle has not been moved, and the unit owner requires the plow to return, the resulting charge to the Association will be billed to the unit owner responsible.
3. Parking of any motorized vehicles is strictly prohibited on grassy common areas or sidewalks.
4. Bicycles, wagons and other play equipment are not allowed to be kept on any Common parking areas.
5. Snowmobiles may not be operated anywhere on the property. Mini-bikes, mopeds and motorcycles shall not be operated on the Property except for purposes of ingress and egress.
6. No parking is permitted within 15' of any fire hydrant.
7. No parking is permitted in front of mailboxes.
8. No parking is permitted on the sidewalk except for loading or unloading a vehicle.
9. Abandoned Vehicles: A vehicle shall be deemed abandoned if (a) it is in a state of disrepair rendering it incapable of being driven in its present condition; (b) it has not been used or moved for seven (7) consecutive days or more; (c) it does not have a current, valid vehicle license plate; or (d) the action of the owner and condition of the vehicle clearly indicate that the vehicle has been abandoned.
10. A Village of Bartlett ordinance prohibits any parking on the street between the hours of 2:00 a.m. and 6:00 a.m.

ARTICLE III

RULES RELATED TO LEASES, TENANTS AND NON-OWNER OCCUPANCY

Section 3.01 DEFINITIONS

Definition: "Leasing", for the purposes of this Declaration, is defined as regular, exclusive occupancy of a unit by any person or persons other than the owner for which the owner may or may not receive any consideration or benefit, including, but not limited to a fee, service, or gratuity.

Section 3.02 LEASING PROVISIONS

All unit owners who do not reside in a unit owned by them shall provide the Board 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 in locating a unit owner who fails to provide such information shall be assessed to the 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 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. The unit owner leasing the unit shall deliver a copy of the signed lease to the Board, no later than the date of occupancy, or ten (10) days after the lease is signed, whichever occurs first.

No dwelling unit shall be leased for a period less than six months, or for hotel or transient purposes.

Any lease shall be in writing and shall provide that such lease shall be subject to the terms of this Declaration and that any failure of the lessee to comply with the terms of this Declaration shall be a default under the lease. The provisions hereof regardless of whatever the lease specifically refers to this Declaration shall bind a lessee. If a tenant violates any provision of the Declaration, Bylaws, Lease or Rules and Regulations, the Board, at its discretion, shall determine what actions or action should be taken against the unit owner and/or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

All expenses of the Board, including attorney fees, in connection with any violations under these rules, shall be assessed to the account of the unit owner responsible. Provisions herein, which relate to the execution of new leases, shall become effective upon the expiration of any lease that is currently in effect. However, the requirements herein are effective immediately.

ARTICLE IV

ASSESSMENTS AND COLLECTIONS

Section 4.01 FORCIBLE ENTRY AND DETAINER

In the event that an owner is delinquent in payment of his proportionate share of the common expenses, or any other charges or payments required to be

paid by the owner hereunder, the Board shall have the right to maintain, for the benefit of all other owners, a forcible entry and detainer action seeking possession of the owner's dwelling unit.

Section 4.02 FEES

All costs associated with filing Enforceable Entry and Detainer will be assessed to the unit owner.

Section 4.03 ASSESSMENT DUE DATE

All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first day of each month.

Section 4.04 LATE FEES

A late charge of \$30.00 will be assessed to payment received on the 16th of the month or thereafter. ~~Amount~~

Section 4.05 DELINQUENCY

The Managing Agent shall automatically send a statement to any unit owner who is delinquent in any month.

Any unit owner who is delinquent for more than sixty (60) days and who has not contacted the Board of Directors requesting special consideration shall have their case automatically brought before the Board of Directors for consideration to institute legal proceedings.

Section 4.06 LEGAL FEES

Once a delinquent unit owner case is sent to the Association Attorney for collections, all legal fees become the responsibility of the unit owner.

Section 4.07 CREDITS

Under appropriate circumstances the Board shall have the authority to credit back any late charges which may have been added to a unit owner's account.

ARTICLE V

UNIT SALES AND/OR RENTAL

Section 5.01 WRITTEN NOTICE

The selling unit owner shall provide to the Managing Agent and/or the Association a formal written notice of intent to sell and/or the proposed date of closing. Included must be the name, address and phone number of the new owner and a completed Brentwood Information Sheet, which can be obtained from the Managing Agent. This information shall be provided at least thirty (30) days prior to closing in order to obtain a "paid assessment letter" from the Managing Agent.

Section 5.02 ACCESS

Parking or driving on lawns is strictly prohibited for move-ins, move-outs or deliveries.

Section 5.03 CLEAN-UP

Any debris that remains after a moving procedure or delivery has been completed shall be removed and disposed of properly at the expense of the property owner within twenty-four (24) hours of the moving procedure. In the event that the property owner fails to remove the debris within the prescribed amount of time, then the Board shall have the right to dispose of the debris as they see fit. Any charges associated with the Board's action will be charged back to the property owner.

Section 5.04 DOCUMENTATION

The Managing Agent charges \$150.00 for a paid assessment letter for the sale of your home. A paid assessment letter for refinancing is \$50.00. All fines, assessments and other fees must be paid in full before a paid assessment letter is issued. Upon request, the Managing Agent will supply the buyer with a copy of the Declaration, Bylaws and/or Rules. The seller will be assessed a charge of \$25.00 for a copy of the Declaration, \$25 for a copy of the Bylaws and \$15.00 for a copy of the Rules.

ARTICLE VI

COMMON AREAS

Section 6.01 COMMON PROPERTY

- a. Each owner shall furnish and be responsible, at his expense, for all of the maintenance, repairs and replacements within his dwelling unit and the exclusive limited Common Elements and shall keep them in good condition and repair.
- b. Each owner shall be responsible, at his expense, for the limited Common Elements, which are appurtenant to his dwelling unit.
- c. The maintenance, repair and replacement of decks and patios shall be furnished by the Association as a Common Expense.
- d. Unit owners may not enclose any portion of the common property with a fence or other boundaries.
- e. Unattended lawn furniture will not be allowed on the common property, other than on limited common property such as patios and decks.
- f. Any garden hose or sprinkler used on the sodded areas in the front or side of a unit must be stored in the garage asap after usage and any garden hose or sprinkler used on the sodded areas in the back of a unit must be rolled up or stored in the non-sodded area in the back of the unit asap after usage.
- g. No clothes, sheets, blankets or laundry of any kind shall be displayed on any parts of the common elements and limited common elements, including patios, decks and windows. Town home property shall be kept free and clear of rubbish, debris and other unsightly materials and no waste shall be permitted thereon. No plants in any pot or container or seasonal decorations of any nature or anything else may be hung from the trees or bushes or put on the grass of the common property.

ARTICLE VII

VIOLATIONS AND FINES POLICY

Section 7.01 COMPLAINT

If someone is believed to be in violation of any of the provisions of the Declaration and Bylaws or Rules and Regulations, a signed, written complaint must be submitted by an owner, the Managing Agent, a resident, or member of the Board of Directors and sent to the Managing Agent.

Section 7.02 ENFORCEMENT

The person charged with the violation will be given written notice of the complaint. Any unit owner who feels that he has been wrongfully or unjustly charged with a violation may proceed as follows:

1. Within three (3) days after receipt of such notice, the unit owner or resident may demand a hearing before the Board of Directors or its authorized

committee.

2. A hearing will then be held before the Board of Directors, no later than four (4) days after the notice. At the hearing, the Board of Directors, or its committee, shall hear and consider arguments, evidence of statements regarding the alleged violation. The decision by the Board shall be final and binding.
3. Payment and charges made under this policy shall not become due until the Board has completed its recommendation.
4. Should no protest be filed, the allegations in the notice of violation shall be considered accurate.

Section 7.03 VIOLATION CHARGES

If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the assessment account of the owner of the unit in which the guilty person resides and collected with the monthly assessments. The fine will be in accordance with the following schedule:
First occurrence of a violation

A written letter sent from the Managing Agent

Second occurrence of same violation within the same year

\$25 fine but \$100 if violation is owner's failure to clean up his/her dog's feces

Third occurrence of same violation within the same year

\$50 fine but still \$100 if violation is owner's failure to clean up his/her dog's feces and the owner will have to pay for a service to clean up his/her dog's feces

Fourth occurrence of same violation within the same year

Turned over to the Association Attorney for appropriate legal action. All costs and fees will be charged to the unit owner.

Section 7.04 LEGAL FEES

In the event of any violations of the Rules and Regulations, Declarations or Bylaws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending owner at the time they are incurred.

Section 7.05 DAMAGES

In the event any violation has resulted in damage to any property, or has resulted in any damage or any unauthorized condition on the property, the unit owner will be given notice to correct the damage or architectural violation. If the damage or violation has not been corrected within ten (10) days, after a finding of guilty has been made on the second violation, the Association may proceed to correct the violation, cost of such will be charged to the assessment account of the unit owner.

When violations occur, we would encourage everyone to talk to their neighbors/violators first to try to resolve the issue. This is usually the best approach and most effective.

However, should this approach not work, a written letter should be submitted to the Managing Agent documenting the incident in full detail. If violations continue, violator will be fined as aforementioned.

ATTACHMENT "A" PET REGISTRATION

Brentwood Neighborhood Association

Date:

Homeowner's Name:

Street Address:
Bartlett, IL 60103

Phones:
(Home)
(Work)
(Other)

Email address:

(2) Pets allowed per unit (no weight or size restrictions)
Name.....Breed.....Color.....Weight (lbs)

Mail to:
HomeAngel Property Management Group, LLC
c/o Debbie Mills
P.O Box 1623
Plainfield, IL 60544

ATTACHMENT "B" STORM DOOR POLICY

Brentwood Neighborhood Association

Storm doors will be allowed only upon completion of the Additions and Alterations form, meeting the below-mentioned criteria, and approved by the Board of Directors:
STORM DOORS:

- white or almond in color only
 - full view type only
 - permanent installation
- The storm door becomes the responsibility of the homeowner upon approval and installation.

STATEMENT OF VIOLATION:
Non-compliance with the approved policy.
METHOD OF DETECTION:
Observation by a Board member or the Managing Agent.
Complaint in writing by any homeowner or resident.

ATTACHMENT "C"

SATELLITE DISH INDEMNIFICATION AGREEMENT

This Indemnification Agreement made this ____ day of _____, _____, by and between the Brentwood Neighborhood Association ("Association") and _____ ("Owner").

In consideration of the mutual covenants set forth herein, Association grants Owner the right to install a satellite dish one (1) meter or less in diameter on the common/limited common elements located in the Association provided Owner shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, losses, judgments, executions and expenses, including all costs of defense and attorney's fees (hereafter "claims"), arising out of or resulting from the installation, maintenance, use or removal of this satellite dish, provided that any such claim is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission of the Owner or anyone for whose acts any of them may be responsible or liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event any claims are lodged against the Association, its directors, officers, agents or members, by the Owner or by anyone for whose acts any of them may be responsible or liable, the indemnification obligation set forth in the Agreement shall not be limited in any way by a limitation on the amount of type of damages.

BRENTWOOD NEIGHBORHOOD ASSOCIATION	OWNER
By _____	By _____
Date _____	Date _____
