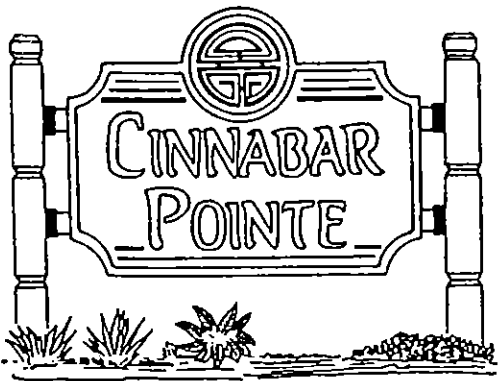




Cinnabar
Pointe
Townhomes
Owners'
Association

Mailing Address

P.O. Box 7110
Libertyville, IL 60048

708/364-9880

December 1, 1995

Unit Owner
Cinnabar Pointe Townhomes Owners' Association
Bartlett, IL 60103

Dear Unit Owner:

Enclosed please find the recently adopted revised Homeowner Manual for Cinnabar Pointe Townhomes Owners' Association. After many months of effort, the Board of Directors has put together a detailed manual as an aid to each owner and resident. The manual will be very helpful for all owners and residents in better understanding the workings of the Association. The purpose of the manual is to be informative and to adopt reasonable rules for the governing of the Association. This manual is effective as of **January 1, 1996.**

Since the rules do carry procedures for assessing fines of up to \$1,000.00, it is extremely important that all members learn the rules and abide by them. Ignorance of the rules is not a defense. Any violation that remains outstanding after the effective date of the rules will be pursued by the Association under the enforcement procedures in the manual. Once again, please be sure to carefully read the manual. Landlords please provide your tenants with a copy of this manual since you will be held responsible if your tenant violates the rules. Any previous rule manuals should be discarded as of the effective date.

Lastly, as part of this rule manual the collection of the assessments and late charges were brought into compliance with the Association Declaration and By-laws. As a result, a late charge of the lesser of 4% of the amount due or \$5.00 per day will be assessed if full payment of your monthly maintenance assessment is not received on or before the 15th of each month. As a reminder, your assessment is due on the first of the month and is considered late if not received by the 15th of the month.

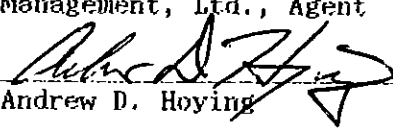
Again, please be sure to read the Homeowner Manual carefully and familiarize yourself with the rules. If you have any questions regarding this matter, please feel free to contact our office.

Very truly yours,

Cinnabar Pointe Townhomes Owners' Association

Villa Management, Ltd., Agent

By:

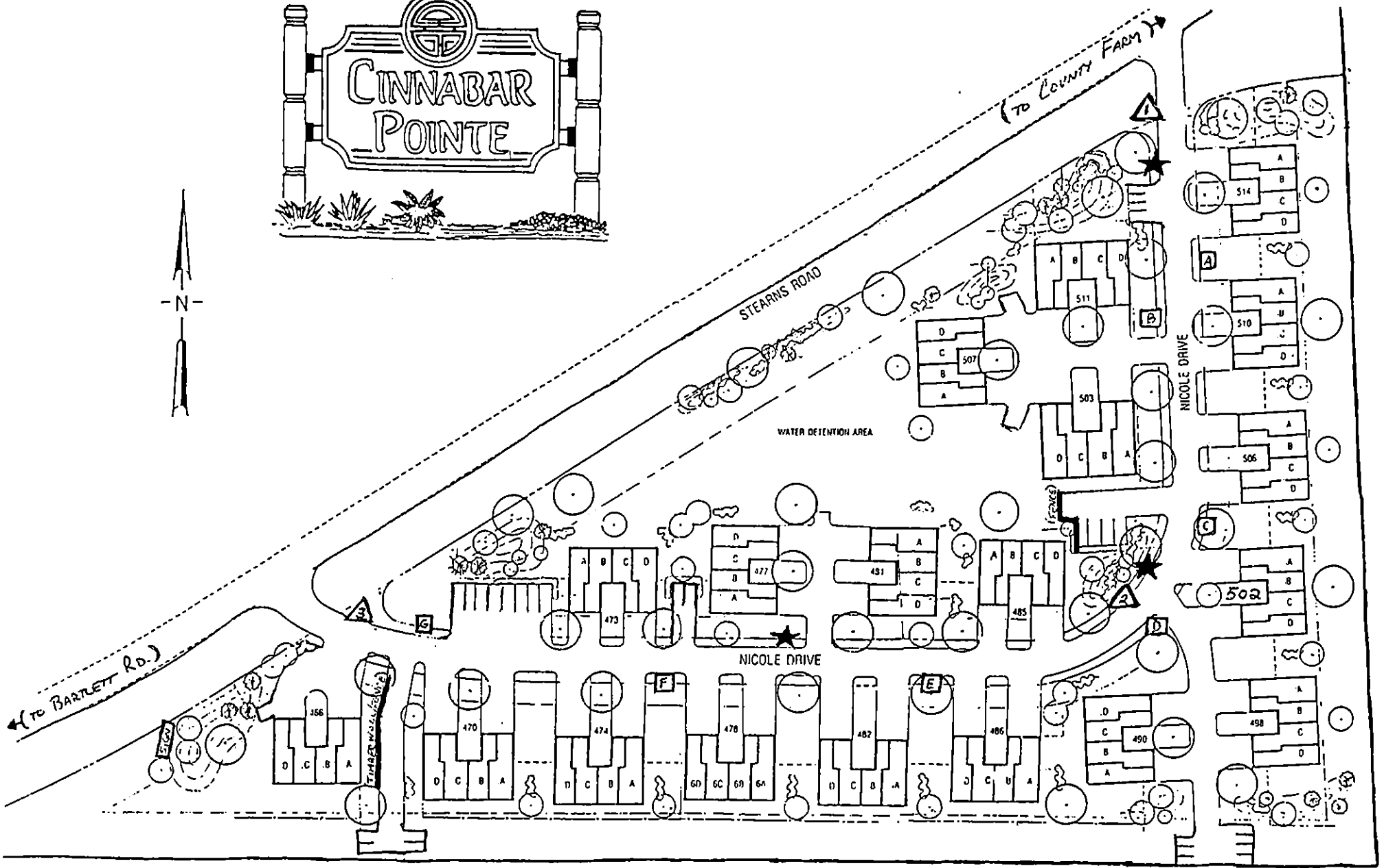
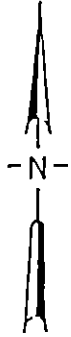

Andrew D. Hoving

ADH/04.06

CINNABAR POINTE
HOMEOWNER MANUAL

Effective January 1, 1996

**This Manual is in addition to and
supplements the covenants of
Cinnabar Pointe
Townhomes Owners' Association,**



(FOREST PRESERVE DISTRICT)
DUPAGE COUNTY

△ = LIGHT POLES

□ = MAIL BOXES

★ = HYDRANTS

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Chapter 1

Administration

Section:

1. General. Cinnabar Pointe Townhomes Owners' Association is a not-for-profit corporation of 76 townhome Owners. Each Owner has one vote, which may be cast from time to time on certain issues. One of those issues is the election of five (5) persons to serve on the Board of Directors.
2. Board of Directors. The Board of Directors of the Association is comprised of five (5) elected Owners. Terms are two (2) years. The Board of Directors administers the functions of the Association. Board Members do not receive pay. Further, contract purchasers shall be entitled to serve on the Board if they reside on the property so long as the contract seller does not expressly retain such rights in writing.
3. Board Meetings. The Board meets at periodic intervals. The exact date, location and time of the Board Meeting can be obtained from a Board member and will be published.
4. Annual Meeting. Each year, in the month of June, the members meet to elect or re-elect Board Members to fill the expiring terms. Notices will be sent to to all Owners.
5. Management. The Board of Directors is required to retain the services of professional Management unless 100% of all first mortgagees agree in writing to permit self management.
6. Members. Membership in the Association shall include every person or entity who owns fee simple title in any Lot including contract sellers, or beneficiaries of trusts holding legal title.

Chapter 2

Advertising

Section:

1. Signs. No advertising signs or billboards shall be erected, placed or permitted to remain on a Lot except as follows:

A. One "For Sale" or "For Rent" sign of not more than three (3) square feet may be maintained on a Lot. All signs must be of a neat and professional quality. Said sign shall be located in a window.

B. Garage sales shall be in accordance with Village ordinances. "Garage Sale" signs may be displayed on the lawn during the hours of the sale.

C. All signs must be removed within 24 hours after the conclusion of the sale, lease, or garage sale.

2. Soliciting. No soliciting is permitted on the property without prior written consent of the Board of Directors.

3. Newsletter. Advertisement will be allowed at rates to be adjusted as needed.

Chapter 3

Architectural Rules

Section:

1. Administrative Procedures. Owners requesting approval for architectural modifications, whether they are landscape or structural, must fill out an "Architectural Change or Improvement" form and submit it to the Association. The application will be considered by the Association, and you will be notified of its decision. For your convenience, the application form is made a part of this manual. Depending on the nature of the modification, building permits may be required from the Village of Bartlett. Please be advised that it is the responsibility of the individual Owner to obtain such permits.

Note: No permanent structure can be placed over an existing utility easement, nor shall any modification be placed in any swale to cause interference with drainage. Contact J.U.L.I.E. (1-800-892-0123) to locate utility lines before commencing work.

2. Antennas. No radio, television receiving, transmitting antenna or external apparatus shall be installed on any Lot. Normal radio and television installations are to be maintained within a building. Exterior satellite dishes are prohibited.

3. Fences. Fences are prohibited.

4. Landscaping.

A. Flower gardens will be allowed in bedding areas adjacent to the unit and Lot without prior written approval. Owners are responsible for all maintenance where flowers are installed. See Diagram "1A" attached. Plantings shall be located in shaded areas as shown in Diagram "1A".

B. Flower gardens along the outside edge of sidewalks are prohibited.

C. In-ground vegetables, fruit-bearing plants, sunflowers, are prohibited. Flower gardens shall not exceed 30" in height.

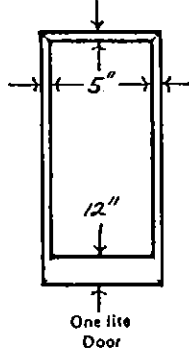
D. Borders are allowed without prior written approval provided they do not exceed five (5) inches in height above ground. Said borders shall consist of natural wood, pre-formed concrete edging, or black plastic or rubber edging. All other types of borders shall require prior written approval before installation.

E. Planter boxes, and flower pots are allowed but shall not be attached to the building or structures. Planter boxes may be hung on the inside of decks and balconies with standard hangers. Only two (2) hanging baskets are allowed on the front elevation of a unit. Hanging baskets are permitted in the rear elevation.

F. Owners are responsible to weed and maintain their units private gardens. Failure to maintain the private garden area may result in a fine and/or removal of the garden and plant material and sodding the area at the owners expense.

G. All other installations in the private garden area, including but not limited to, mulch, rocks and stones, patio blocks, brick pavers, trees and shrubs shall require prior written approval.

5. Storm Doors. Storm doors are to be "clear glass view": **white** in color to blend in with the front door and trim. The flanges are to be no greater than 5" except the bottom flange may have a width no greater than 12", as depicted in the sketch below. All requests submitted to the Association for storm doors must indicate the door color. No storm door shall be installed without prior written consent of the Association. Storm doors for B and C Units shall have the same style and size of door.



6. Storm Windows. All storm windows shall be white. Storm windows for the sidelights next to the front door are allowed. All storm windows require prior approval of the Association.

7. Awnings. Awnings are prohibited.

8. Exterior Lighting can be installed subject to prior written approval of the Association.

A. Lights are defined as "Malibu" or low voltage lawn lights.

B. A maximum of six lights can be used.

C. Clear or translucent lenses are the only type permitted.

D. Light location shall be subject to approval of the Association.

E. Wiring and transformers should be installed out of view to prevent tripping hazards and not interfere with landscaping.

F. The lights must be directed toward the residence of the applicant.

9. Gazebos, etc. Gazebos, overhead structures or screened-in structures are prohibited.

10. Flags/Banners. Free standing flag poles are prohibited. However, flag pole brackets with a pole not to exceed five (5) feet in length are permitted without written approval. Flags and banners hung on poles shall be maintained in good condition.

11. Kick Plates. Kick plates are prohibited.

**ARCHITECTURAL CHANGE
OR IMPROVEMENT
APPLICATION**

Section 1:

Date: _____

Name(s) _____

Address _____

Phone Number: (Home: _____) (Work: _____)

Section 2: Description of Change or Improvement.

Attachments to Description:

1. Sketch of change or improvements showing all pertinent information related to said change or improvement, including, but not limited to, colors, dimensions, construction materials, location of change or improvement in relation to property lines, unit, and neighboring property or other structures or objects, or physical features of property, including, but not limited to swales, trees, utility transformer, vaults, etc.
2. A copy of your survey must accompany this application.
3. A legal description of your property must accompany this application.

Section 3: Application Affidavit.

1. I hereby agree to obtain all necessary building permits and to comply with all applicable building codes and begin the change and/or improvement within 30 days after approval, with completion within 90 days of start.
2. I hereby agree to comply with all Association Declarations, By-Laws, and Rules and Regulations in respect to this architectural change and/or improvement, and that all changes and/or improvements shall be within my lot lines.
3. I hereby agree to defend, indemnify and hold harmless the Association, its unit owners, Members of the Board, Employees and Managing Agent from all loss, damage, liability, judgments, court costs, attorney's fees, interest or any other costs, penalties arising out of this change or improvement.
4. I hereby understand and agree that I am responsible for the future upkeep, insurance and maintenance of said change and/or improvement. Further, should said change interfere with any maintenance responsibility of the Association, I agree to remove my change, or have the Association remove my change at my expense.

ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION

Page -2-

5. I hereby agree to record this application and necessary supporting documents with the Recorder of Deeds and/or Registrar of Torrens of the County in which the property is located within 14 days after approval by Association, and supply the Association with a copy thereof within a reasonable amount of time. All recording costs shall be at my expense.
6. I hereby agree to permit the Association access to my property for purposes of enforcement of this Application.
7. I hereby agree that failure to comply with any of the above requirements may result in the revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of my property to a condition that existed immediately before approval of this Application.

All necessary costs and expenses to restore my property shall be at my expense, including but not limited to, construction costs, and consequential expenses, such as attorney's fees, court costs, permit fees, etc.

Notwithstanding anything to the contrary, the Association, at its discretion, shall have the right and power to enter my property and repair said change and/or improvement should it fall into a state of disrepair which is not corrected within 14 days after written notice to me. All costs connected with such repair shall be charged to my assessment account and be collected by methods authorized by the Declaration, By-Laws, Rules and Regulations of the Association or laws of the State of Illinois.

8. I hereby agree and understand that this Application shall be binding on all successors, devisees, heirs, assignees, and transferees of my property. I further agree to inform them of the terms and conditions contained in this Application.

Section 4: Notice:

All Notices shall be deemed delivered if delivered personally to Applicant or Members of his family 13 years or over, or mailed to the named applicant at his last known address by first class mail with postage prepaid.

X _____
Signature

X _____
Signature

Section 5: For Office Use Only:

Date Approved: _____

Date Rejected: _____

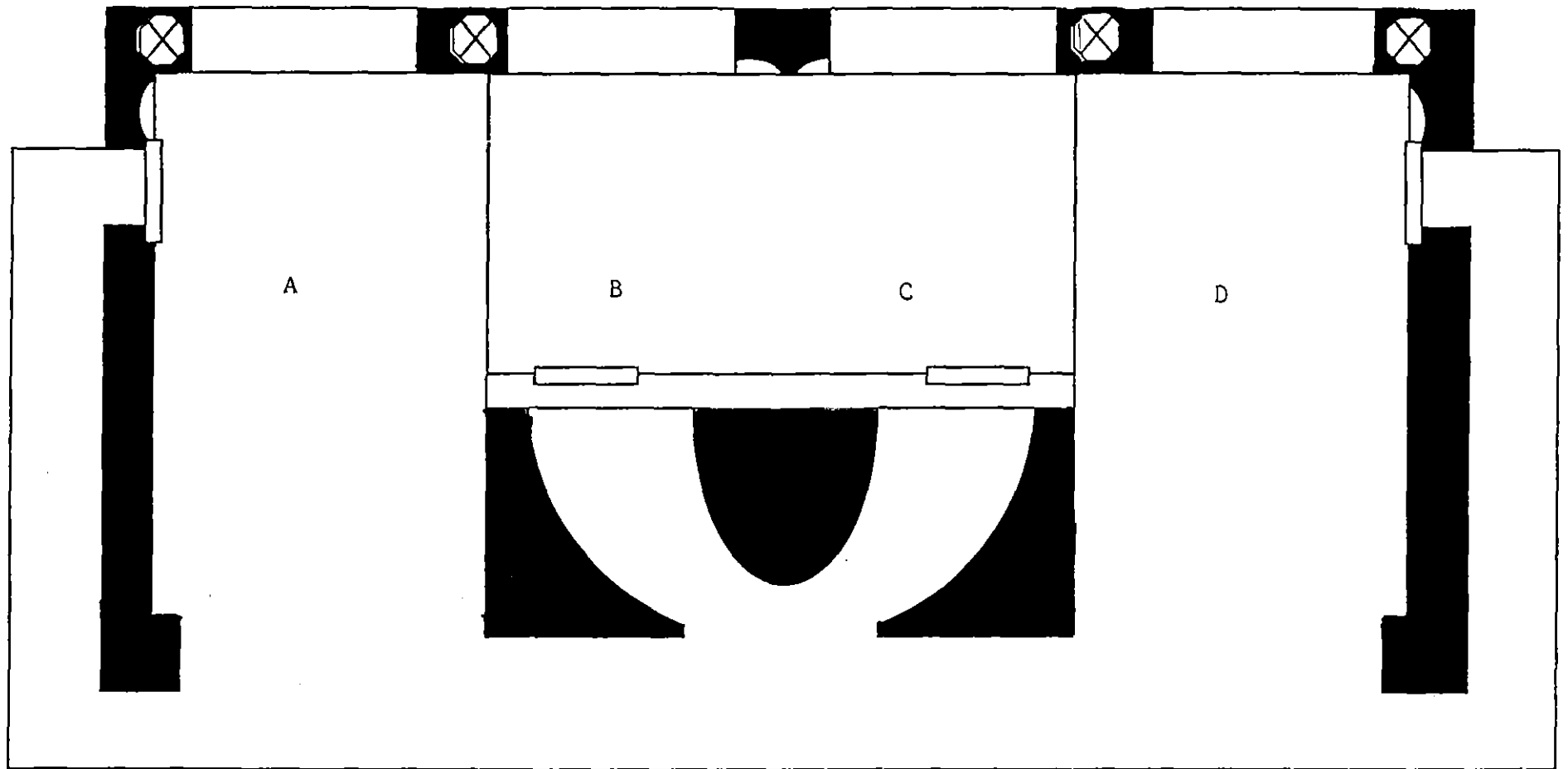
X _____
Signature

X _____
Signature

X _____
Signature

X _____
Signature

DIAGRAM 1A



Chapter 4

Assessment Policy

Section:

1. **General.** The Association is funded by dues paid by Owners. The dues are to be paid by the first of each month. Payment should be made by sending in your check payable to Cinnabar Pointe Townhomes Owners' Association. Please use the payment cards and envelopes provided at your closing. If you did not receive them, call the management company. You will not be billed for your monthly assessment.

2. **Delinquency.** Any assessment not paid by the first of each month.

3. **Late Charge.** A late charge of the lesser of 4% of the amount due or \$5.00 per day is due if payment is not received on or before the fifteenth of each month. Pursuant to the Declaration, if payment is not made for thirty (30) days after it becomes due, the entire amount of the annual assessment for the year shall become due with interest at 18% per annum from the due date.

4. **Legal Proceedings.** The Association reserves the right to initiate legal proceedings against any Owner who is delinquent. All court costs and attorney fees will be added to the arrearage of the Owner.

5. **Rule Violations.** Any penalties levied by the Board for Association rule violations not paid within thirty days of the Board's decision shall be deemed delinquent and subject to assessment enforcement procedures.

6. **Special Assessments.** From time to time, the Association may levy a special assessment. All the above assessment procedures apply to special assessments.

7. **Revocation of Privileges.** All Association privileges are automatically revoked if the unit Owner is delinquent.

Chapter 5

Enforcement of Rules

Section:

1. Declaration Provisions. The Declarant, the Association, or any Owner, shall have the right to enforce, 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 contained therein shall in no event be deemed a waiver of the right to do so thereafter.

2. Fine System. Violation of any Covenant, Condition, Restriction of the Declaration, By-Laws, or Rules shall be subject to a penalty not exceeding \$1,000 per violation and revocation of privileges until said penalty is paid and the violation corrected.

3. Procedural Rules. No penalty shall be assessed unless a hearing is held in accordance with the following procedural rules.

A. Time Limitations. Complaints must be filed within 35 days of violation.

B. Hearing Body. A quorum of the Board of Directors shall hear all complaints.

C. Continuances. 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 decision of the Board at which a quorum is present.
- 2. Penalty - majority decision of the Board at which a quorum is present.

E. Enforcement.

- 1. Lien.
- 2. Legal proceedings.
- 3. Self Help. Notwithstanding anything to the contrary, the Association may physically take action to remove architectural violations, etc. if the Owners has failed to do so within the time granted by the Association. All costs related to said Association action shall be charged to the Owner and shall be added to any penalties already assessed and shall be subject to the enforcement provisions stated in these rules or the Declaration or By-Laws.

F. Definitions.

1. Final Decision - Any decision of the Board is final.
2. Consolidation - Where two or more complaints are filed against an Owner for the same 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.

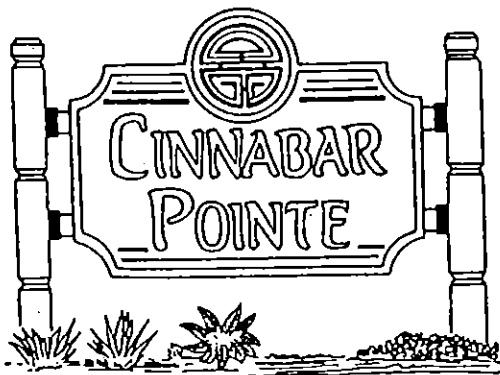
G. Complaints.

1. Owners may file complaints.
2. Board Members may file complaints, but not take part in the decision.
3. Committee members may file complaints.

H. Notice. The complaint shall be delivered by personal service or by mail to the alleged violator's address a reasonable time before the hearing date.

I. Penalties. 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 remedy in law or equity.

J. Inconsistencies. All penalties or parts of penalties inconsistent with the Declarations or By-Laws are hereby repealed.



Cinnabar
Pointe
Townhomes
Owners'
Association

Mailing Address

P.O. Box 7110
Libertyville, IL 60048

708/364-9880

COMPLAINT HEARING

Date and Time of Hearing

FAILURE TO APPEAR MAY RESULT IN
A DEFAULT BEING ENTERED AGAINST
YOU IN THE FORM OF A FINE.

Place of Hearing

=====

COMPLAINT

COMPLAINANT:

(Name)

(Address)

(Phone)

VIOLATOR:

(Name)

(Address)

(Phone)

=====

CLAIMED VIOLATION

Date(s) and Time(s):

Location(s):

What Happened:

=====

WITNESSES:

(Name)

(Address)

(Phone)

(Name)

(Address)

(Phone)

Chapter 6

Garbage Collection

Section:

1. Scavenger Service is provided by the Association.
2. All trash shall be placed in plastic bags sealed at the top or other sturdy containers. Items that do not fit in such bags must be neatly stacked and secured so they do not blow away during windy conditions. All trash must be placed adjacent to the street curb, not in the street or driveway.
3. Trash shall not be placed out before sundown the day before pick-up. All containers or trash that was not picked-up must be removed no later than sundown of the day of pick-up.
4. Collection is performed by Browning Ferris Industries after 6:30 a.m. on Tuesday. If you have very large items, or appliances, you may need a special pick-up at your expense. Call Browning Ferris Industries (BFI) at (708) 469-1036.

Chapter 7

Insurance

Section:

1. Townhomes. The Association may obtain and maintain a policy or policies of insurance covering the townhomes (not including the contents).

2. Additions and Betterments. Since the insurance market is so unpredictable, and since policy forms change depending on market conditions, the Association has little control over the final coverages that will be included in the master policy. Therefore, we strongly suggest that individual Owners add an endorsement to their own policies covering additions and alterations that they may make to their units, since this type of coverage may not be available to the Association. Examples of additions and alterations include, but are not limited to such things as, wallpaper, paneling, and mirroring walls.

3. Owners Insurance. Each Owner shall maintain at their own expense such insurance coverage as they may desire. Contact your own insurance agent or broker. The type of insurance policy that seems to fit best is called an H.O. 6 type policy. This type of policy generally provides property insurance for your contents, and liability insurance for your negligent acts. As mentioned above, be sure to request an endorsement for additions and alterations.

4. Common Areas. The Association provides insurance on the Common Areas in the form of:

- A. Property coverage
- B. Comprehensive general liability coverage
- C. Directors and Officers Liability coverage
- D. Workers compensation coverage
- E. Fidelity coverage

Chapter 8

Limitations, Use and Occupancy Restrictions

Section:

1. Animals.

A. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot except for dogs and cats and other animals defined by custom and practice to be household pets in the Chicagoland area.

B. All pet owners are responsible for cleaning up **immediately** after their pets on the Lots and Common Areas. Any damage caused by a pet is the financial responsibility of the pet owner to repair.

C. No more than two (2) pets per unit are permitted.

D. All animals must be attended to at all times when not inside a unit. Attended means within the visual or audible control of the Owner or his guests.

2. Commercial Activities. No commercial activities of any kind, unless otherwise provided by the Declarations, By-Laws, or Rules, shall be conducted on any Lot on the Property, except activities intended primarily to service residents of the Property.

3. Nuisances. No nuisances shall be permitted. Nuisances shall be defined as any activity which disturbs the peaceful enjoyment of the Lots or Common Area; affects the health, or safety, or welfare of the residents, or Owners, or Property, or detracts or threatens to detract from the property values of the Lots or Common Areas, or becomes an annoyance to the neighborhood.

4. Easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may change the direction in the flow of drainage, or obstruct or retard the flow of water through drainage channels.

5. Auto Repairs. Owners and residents are restricted to repairing only their own vehicles. All repairs shall be restricted to the driveway and garage of said Owner. No repairs of any vehicles shall be allowable on Bartlett streets or in Common Areas.

6. Firewood Limitation. Owners will be limited in the manner and method of storing firewood adjacent to their unit as follows:

A. Owners shall be limited to one-half of a face cord of firewood, 2' wide by 4' high by 4' long.

B. Storage of firewood shall only be permitted in the garage or on the patio or deck, away from exterior siding to prevent damage to grass or siding.

7. Light Bulbs. All exterior lighting shall be by white or clear light bulbs.

8. Laundry. The hanging of laundry or other articles outside the unit is prohibited.

9. Bug Zappers. Electric bug zappers are prohibited.
10. Sports Equipment.
 - A. Basketball Backboards. Basketball backboards mounted to an in-ground pole or on a building are prohibited.
 - B. Portable Equipment. Portable sporting equipment and children's recreational items may be used, but shall be stored out of view when not in use. Any damage to property due to improper storage will be the responsibility of that Owner. The Association reserves the right to relocate/move any structure that may cause damage to the sod or other property. All such equipment shall be stored inside the unit or garage when not in use and overnight.
 - C. Child Wading Pool. A child pool not to exceed six (6) feet in diameter is permitted, but shall be stored in the unit or garage when not in use.
 - D. Golf. All golfing and golfing equipment are prohibited on the grounds of the association. Notwithstanding anything to the contrary, young children using toy plastic golf equipment are not subject to this prohibition
11. Lawn Furniture. Lawn furniture, or other suitable outdoor furniture may be used on the patios, decks and balconies. Lawn furniture, when not in use, shall not be left out on the Lots or Common Areas.
12. Window Air Conditioners. Window air conditioners are prohibited.
13. Vegetable/Fruit Gardens. In-ground vegetable or fruit-bearing gardens are prohibited. Vegetable or fruit-bearing potted plants are allowed, but shall be placed in the rear on the patio or deck.
14. Seasonal Holiday Decorations. Seasonal and holiday wreaths, lighting or other decorations are permitted within reason, provided however, said holiday decorations are removed within four (4) weeks after the day of official celebration.
15. Garden Hoses. All garden hoses not in use shall be coiled and stored flush against the exterior of the unit out of view. Owners are responsible for their hoses. Hoses shall be disconnected from sill cocks anytime the exterior temperature drops below 35 degrees.
16. Grills. Grills may only be stored in the garage or the rear of the unit on the patio or deck. Grills are prohibited on the balconies. Please extinguish and dispose of hot coals properly.
17. Bicycles. Bicycles are prohibited from being used on any grass or landscaped area. All bicycles shall be used only on hard pavement surfaces.
18. Landscaping. Trees, shrubs, and beds are prohibited from being climbed upon or trampled. Any damage to the landscaping because of misuse shall be charged back to the unit owner responsible.

Revised 6/20/00

Chapter 9

Maintenance

Section:

1. Definition. Common Area shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

2. Common Area. The Association shall maintain, repair, and replace the Common Area and Common Facilities.

3. Lot/Living Unit. The Association shall paint, repair, replace and care for roofs, gutters, downspouts and all exterior surfaces of the Living Unit, excluding glass surfaces, patios and decks. This includes, but is not limited to, siding, roofs, chimneys, gutters, and downspouts necessitated by normal wear and tear. The Association shall not be responsible for the maintenance of or consequential damage to the interior surfaces of the townhouse.

4. Landscaping. The Association shall maintain and replace all landscaping on the Common Areas. The Association shall maintain and replace all original landscaping installed by the Developer on the Lots. Any additions to Lot landscaping added by Owners shall be the maintenance responsibility of the Owner. In addition, the Association shall have no obligation to maintain landscaping which is surrounded by shrubs or other objects preventing access.

Should any original landscaping die, it shall be the duty of the Owner to notify the Association so an inspection can be performed to determine the cause of death and the species of plant involved. Under no circumstances shall the plant be removed until the Association shall have made an inspection. Removal before the inspection may, within the discretion of the Association, be deemed a forfeiture by the Owner's of the right to replacement at no charge.

The Association maintenance does not include a duty to water. Owners are responsible for watering all landscaping on or adjacent to their Lots. In addition, should landscaping die as a result of the negligence of the Owner, the Owner shall be responsible for replacement. If the dead landscaping is not replaced after notice from the Association, the Association may replace said dead landscaping and back charge the Owner for the cost.

Maintenance Responsibilities - Cinnabar Pointe

Item	Association	Owner
Siding	X	
Brick Veneer	X	
Fascia/Soffit/Trim	X	
Shutters	X	
Gutters/Downspouts/Roofs	X	
Windows, Except Exterior Surface		X
Storm Windows		X
Skylights, Except Exterior Surface		X
Garage Door:		
Section (Except Exterior Surface)		X
All other parts		X
Front Door:		
Door (Except Exterior Surfaces)		X
Lock, Knob, Hinges		X
Jamb, Threshold (Except Exterior Surfaces)		X
Weatherstripping		X
Slider:		
Glass		X
Frame & Sill (Except Exterior Surfaces)		X
Lock & Latches		X
Storm Door		X
Cement Walk/Stoops (Original)	X	
Patio Areas/Decks		X
Balconies	X	
Driveway	X	
Foundation Walls (Except Exterior Surface)		X
Foundation Floor		X
Exterior Utility Lines/Pipes	X	
Drain tile/Storm Sewers	X	
Water Mains on Common Area	X	
Coach Lights	X	
Address Numbers	X	
Mailboxes (Post Office)	X	
Mailbox Key & Lock		X
Interior Structural Members		X
Lawn	X	
Shrubs/Trees(Excluding Owner Additions)	X	
Watering		X
Appliances		X
Plumbing Fixtures		X
Interior Decorating		X
Common Areas	X	
Window Wells	X	
Window Well Covers		X
Sill Cocks (Considered Plumbing Fixtures)		X
Ejector Pumps		X
Retaining Walls	X	
Common Area Fencing	X	

Chapter 10

Parking

Section:

1. Parking Areas. Each Owner has an easement for use of the driveway area immediately adjacent to their garage. Parking is provided for two vehicles, one in the garage and one in the driveway for each Living Unit. No recreational vehicles, trucks, commercial vehicles, except for personal automobiles shall be permitted to be parked on the Common Area.

2. Prohibitions. No boat, airplane, trailer, house trailer or motorized recreational vehicle shall be stored permanently or temporarily in the open on any of the Property, except that the operable conventional passenger vehicles of Owners, their tenants or guests shall be permitted to be parked on the Owner's respective driveway easements. No parking is allowed in the courtyards in front of the B and C units and along the driveway approaches to the courtyards.

3. Parking Regulations. All Owners and residents shall comply with all Village ordinances and State laws and all posted or marked traffic signs or symbols as well as, all notices distributed by the Association via the newsletter or otherwise.

(Revised June 17, 1998)

Chapter 11

Party Walls

Section:

1. Repair and Maintenance. The cost of repairs and maintenance shall be shared by each Owner who makes use of the wall or walls. Repairs necessitated by accident, negligence or willful conduct of an Owner shall be the responsibility of said Owner.
2. Architectural Conformity. All party wall repair and maintenance must conform with existing architectural standards of the Association.

Chapter 12

Sales and Leases

Section:

1. Sales. All Owners must notify the Association of their intent to sell. The Association will provide you with an assessment letter which you will need to present to the title company to clear the exception to title concerning liens for Association dues.

2. Leases. Any Owner may lease their Lot, but no lease shall be for a period of less than one year. All leases must be made expressly subject to the Declarations, By-Laws, and these Rules.

3. Service Charge. The Association reserves the right to charge Owners a processing fee for all sales, leases, and requests for refinancing.

Chapter 13

Safety

Section:

1. Fire.

- A. Call Fire Department - Village of Bartlett:
Emergency - 911
Non-emergency - 837-3701
Then alert your neighbors, and finally call management.
- B. Before exiting a room, feel the upper part of the door. If the door is warm or hot, brace one leg and hand against the door and open it about one half inch. If conditions are safe, evacuate the room. If you feel a rush of hot air, smoke or pressure, slam it shut. Seal cracks around doors, and any other places where smoke could enter preferably with wet towels. If smoke enters your unit or room, open windows about three inches. Soak a large blanket, sheet, or throw rug and get under it near the window. Hold the edge of the wet material over the opening of the window to breathe fresh air.
- C. Upon exiting your Living Unit, close all doors and windows and leave them unlocked for easy access for the fire department.
- D. Keep the following items in your Living Unit:
 - 1. Flashlight.
 - 2. Candle.
 - 3. Masking tape for sealing cracks.
 - 4. Escape ropes long enough to reach the ground from the second story.
- E. Install and maintain battery operated smoke detectors in addition to the electrically installed smoke detectors.

2. Tornado.

- A. Stay as far away from outside walls and windows as you can.
- B. Protect yourself from flying glass by staying behind large pieces of furniture.
- C. If possible, seek shelter in the basement or interior first floor hallway.
- D. Sit on the floor with your knees up and place your head between your knees with your hands over your head for protection.
- E. Try to take a battery operated radio, candles, or flashlight with you.

Disclaimer

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Chapter 14

Unit Owner Hints

Section:

1. Drainage. If you have a basement, be sure your sump pump hose is placed so as to keep water away from your foundation. Purchase a flexible hose to attach to the discharge pipe so the point of discharge can be moved from time to time to eliminate ponding water and erosion. Place splash blocks under all downspouts to prevent soil erosion or attach flexible hoses to downspouts to keep water away from the foundation. The flexible hose should be removed in winter to prevent freezing and back-ups.

2. Frozen Pipes. On bitterly cold days, frozen pipes are a likely problem. Be sure to keep the thermostat set at a reasonable temperature; open cabinets to allow air to circulate around pipes; keep water dripping slightly through all faucets and be sure to **disconnect all hoses before the first frost**. If you are going on a vacation in the winter, contact a licensed plumber on how to winterize your pipes.

3. Humidity. Those Owners who use humidifiers may cause severe damage to their homes if they set the humidity level too high in cold weather. Be sure to follow operating instructions carefully. Over humidification can cause condensation that may appear to be a roof leak or pipe leak due to the large volume of water condensed. It can cause damage to drywall, as well as roof undersheeting that can cause the premature failure of your roof. If you have a humidifier, it might be wise to inspect your attic to see that no ice or condensation is forming on the undersheeting.

4. Ice Dams. Leaks in the winter time may be caused by what are called "ice dams." Ice dams occur when ice and snow build up in the gutters or on any horizontal surface and the escaping warmth from your home causes the build up to melt and leak inside. Because ice dams travel upwards, and your home is designed only to shed water in a downward direction, ice dams are difficult to prevent. The best thing to do is to purchase a roof rake at your local hardware store and periodically rake the snow off your roof so it never gets a chance to build up sufficiently to cause an ice dam. Roof rakes come with seven (7) foot extensions which can reach 28 to 35 feet. They are inexpensive and easy to use. Do not use shovels or picks to remove ice or snow from the roof. You will permanently damage the shingles.

5. Warranties. Be sure to keep all manufacturer and builder warranties in a safe location. Make sure you preserve your warranty rights by giving proper notice when problems first arise.

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