

FOUNTAINS AT TOWN CENTER

RULES AND REGULATIONS

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1. PURPOSE AND POLICY

These Rules and Regulations ("Rules") of the Fountains at Town Center Condominium Association ("Association") are intended to benefit all unit owners by providing a practical framework for everyday living that will help insure the mutually comfortable surroundings and security and to maintain and protect the prestige, integrity and value of the Unit Owners' investment in Fountains at Town Center Condominium Association. All Unit Owners, all non-Unit Owner Residents ("Lessees") (collectively referred to as "Residents") of the Association, and all guests of Unit Owners and Lessees are bound by and legally obligated to observe all of the provisions of the Fountains at Town Center Condominium Association Declarations, By-Laws and these Rule & Regulations. The Unit Owner is at all times responsible for the conduct of their guests and Lessees.

The Board of Directors or Managing Agent shall have the right to enforce all provisions of the Declarations, By-Laws and Rules & Regulations. Failure to enforce any provision contained herein shall in no way be deemed a waiver of the right to do so at a later time. The Board may periodically amend these Rules and Regulations

Any reported violation of the Rules will result in appropriate action being taken by the Board of Directors of the Association ("the Board") in accordance with its powers and duties. Additional copies of the Declarations and these Rules may be obtained from the Association's management company. To the extent that the By-laws, provisions of applicable law, the Declarations and/or the Rules are in conflict, the provisions of applicable law shall first control, followed by the provision of the Declarations and By-Laws, and then the Rules.

2. ASSOCIATION GOVERNANCE

The Association is comprised of all Unit Owners. The Association's Board of Directors consists of five (5) members who represent and govern the entire Association and who supervise the Association's affairs. Board members are elected each year at an annual meeting and each serves for 12 months. If five (5) members run for the five (5) seats, their election will be by acclamation.

Except for executive session discussions where issues relating to employment, litigation or assessment collection, violation of these Rules and Regulations are discussed and consultation with the Board's legal counsel, Board meetings are open to all Unit Owners and all Unit Owners are encouraged to attend. All Board votes are taken at an open portion of a Board meeting. The Annual Meeting of Unit Owners will be held by December 31st of each year. Owners will receive no less than ten (10) or more than thirty (30) days notice prior to Unit Owner Meetings. Unit Owners will be given notice of not less than 48 hours for all other Board meetings.

ELECTRONIC VOTING IN BOARD ELECTIONS

Unit Owners may not vote by proxy in Board elections, but may vote only (i) by submitting an association-issued ballot in person at the election meeting or (ii) by any acceptable technological means.

"Acceptable technological means" includes, without limitation, electronic transmission over the Internet or other network, whether by direct connection, intranet, tele-copier, electronic mail, and any generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability. Electronic Voting may be accomplished through, but is not limited to, the use of a secure online voting platform provided by a third-party vendor or generally available technology that, by rule of the Association, is deemed to provide reasonable security, reliability, identification, and verifiability.

"Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient and that may be directly reproduced in paper form by the recipient through an automated process.

Instructions regarding the use of electronic means for voting shall be distributed to all unit owners not less than ten (10) and not more than thirty (30) days before the election meeting.

The Board shall give Unit Owners not less than twenty-one (21) days' prior written notice of the deadline for inclusion of a candidate's name on the ballot. The deadline shall be no more than seven (7) days before the instructions for voting using electronic or acceptable technological means is distributed to unit owners.

Every instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy and must give the person voting through electronic or acceptable technological means the opportunity to cast votes for candidates whose names do not appear on the ballot.

A unit owner who submits a vote using electronic or acceptable technological means may request and cast a ballot in person at the election meeting, thereby voiding any vote previously submitted by that unit owner.

A vote received by the Association or its designated agent after the close of voting shall not be counted.

There shall be no nominations from the floor of the election meeting.

Ballots shall be counted, and election results announced, at the Board election meeting.

3. MANAGEMENT

The Association has engaged the services of a professional property management company ("Managing Agent") and employs a property manager to manage the development under direction of the Board. All correspondence regarding the Association (including assessment payments) should be directed to the Managing Agent. Correspondence to the Board may be sent "in care of" the Managing Agent by mail or by email. Please see Appendix E for Managing Agent contact information.

4. NOISE AND CONDUCT

Mutual respect for Residents is of utmost importance at the Fountains at Town Center. Section 6.07 of the Declarations provides that no noxious, unlawful or offensive activity shall be carried on in any Unit or in the common areas, nor shall anything be done therein that may be of an annoyance to other Residents or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.

Residents must not allow their pets to create a nuisance to others by running loose on the common areas, continuously and loudly barking, whining or crying or failing to properly dispose of pet waste in the common areas.

Residents must not allow the sounds from guests, televisions, radios, stereo systems, exercise equipment, musical instruments, clock alarms, tools or any other sources to be transmitted to other Units such that it unreasonably disturbs or annoys any Resident of the community. The use of noise-emitting equipment may not be used so as to disturb Residents between the hours of 10:00 p.m. and 8:00 a.m.

Any Resident, who verbally assaults, threatens, or attempts to intimidate through verbal or physical actions any other Resident, or Board member may be subject to a fine at a minimum of \$1,000.00. A second offense may result in a fine at a minimum of \$5,000.00. In addition to the fines, the offending person may be subject to prosecution to the fullest extent of the law.

5. FINANCIAL MATTERS

A. ASSESSMENTS AND OTHER CHARGES

All assessments, special assessments and any other fees, charges and fines are due and payable in full on or before the 1st of each month. Assessment payment checks must be made payable to Fountains at Town Center Condominium Association and mailed in accordance with the instructions on your assessment coupon. Arrangements may be made for assessment payments to be direct debited to a Unit Owner's bank account.

A late payment fee will be assessed by the Association against a Unit Owner if payment in full of the balance due has not cleared the Association's bank account by the 15th of each month at the remittance address designated on your assessment invoice or coupon. The current amount of the late fee is detailed in Appendix A, a copy of which is kept by and is available from the Managing Agent. The amount of this fee is subject to change by the Board of Directors. If the delinquent account remains unpaid 60 days past its original due date, the account will be referred to the Association's attorney for collection. Attorney's fees, court costs and other costs incurred by the Association in collecting past due charges will be billed to the delinquent owner's account and are due in full on the 1st day of the next billing cycle. Once the account is referred to the attorney, a "Demand for Possession" notice will be issued which requires the delinquent Unit Owner to pay in full within 30 days (including legal fees). If the delinquency is not paid, a lawsuit will be filed, asking the courts to grant the Association possession of the unit, along with other appropriate collection procedures. Additional steps may be taken, in accordance with law, up to and including eviction of the resident.

If a Unit Owner's payment is returned for non-sufficient funds ("NSF") an additional fee plus all bank charges incurred by the Association will be billed to the Unit Owner's account. See Appendix A for NSF Fee.

Unit Owners are responsible for paying monthly assessments in accordance with the above referenced deadlines regardless of when or whether an assessment invoice is received. Unit Owners should keep a record of their account number and the remittance address. Any questions concerning the assessment should be directed to the Managing Agent. Delaying an in-full payment while a charge is being questioned or protested may result in late fees or collection efforts. If a charge is protested the Unit Owner should pay the amount due in full and will be issued a credit or refund once a Board decision is reached regarding such a request.

B. OPERATING AND RESERVE BUDGETS

The Board will prepare and distribute to all Unit Owners a proposed operating and reserve budget for each fiscal year. The proposed budget will be sent to Unit Owners for their review not less than 25 days in advance of the budget being adopted by the Board of Directors. The amount of each unit's common expense assessment is determined by multiplying the total annual budget for the Association by the percentage of common element interest applicable to the unit. The common element interest of each unit is listed in Article III of the Association Declarations.

C. INSURANCE

The Unit owner must obtain and maintain an insurance policy providing at least \$500,000 of coverage for (1) personal liability and compensatory damages resulting from property damage caused to another Unit that originates in the insured's Unit, and (2) damage to another Unit caused by the negligence of the insured or his/her guests, residents or invitees, all as specified in Section 12(h) of the Illinois Condominium Property Act. This requirement is not satisfied by an insurance policy obtained by a lessee.

In each calendar year, by January 31st, each Unit Owner is required to provide proof of homeowner's liability insurance coverage. This proof should be submitted in the form of the Declaration Page of the Unit Owner's insurance policy, which discloses the name and address of the insured and the coverage limits and be submitted to the Managing Agent by mail or email (note: no faxes are allowed) no later than January 31st. Please note that if insurance information has not changed or does not expire in January, proof of the current policy must be submitted no later than January 31st. If not submitted, a fee of non-compliance will be incurred and will continue to be applied on a monthly basis until compliance is achieved. See Appendix A for Proof of Insurance Non-Compliance Fee.

Each Resident is responsible for his/her own insurance to cover all personal property, possessions and fixtures. Residents are liable for any claim, damage or judgments entered as a result of the use or operation of the unit or caused by his/her own conduct. Unit Owners should also insure unit improvements, including appliances, wall coverings, carpet and flooring. Coverage should include damage caused by fire, smoke, appliance or plumbing leaks, sewer or sump pump back-ups, as examples. Insurance coverage is also available if the Association charges its insurance deductible back to the homeowner when liability for damage is determined to be theirs. Consultation with an insurance agent is recommended for the proper condominium coverage beyond the Association's requirements. In order to coordinate homeowner's insurance coverage with the policy covering the

Association, the Managing Agent may be contacted for the name of the Association's insurance broker.

Nothing shall be done or kept in any Unit or in the common areas that will increase the rate of insurance or result in the cancellation of insurance on the Unit or contents thereof.

6. SALE OR LEASE OF A UNIT

A. SALE

To sell a unit in the Association, the following must take place:

- The owner selling the unit must contact the Association's managing agent and obtain a letter from the Association stating what is owed to the Association in conjunction with the closing by completing the managing agent's requirements for obtaining the necessary documentation. If the Association's lien is not extinguished at or before closing, both the buyer and seller remain responsible for any shortfall.
- Both the seller and the buyer must complete all forms normally and reasonably required by the Association and return them to the Managing Agent along with a fully executed copy of the contract of the sale prior to the time that the buyer takes possession of the Unit. The purpose of the information requested by the Association is to gather information essential to the efficient administration of the Association. No Owner may move into any Unit until such time as the Managing Agent has been supplied with the appropriate documents
- Upon request of the Unit Owner or prospective purchaser for copies of necessary documentation which will include, without limitation, the Declarations, By-Laws and Rules and Regulations. Such documents will be made available to the requesting party. A reasonable fee for the actual cost of copying shall be charged to the Unit Owner for photocopying of such documentation.

B. LEASE

- Each Unit Owner shall provide his/her lessee(s) with a copy of the Declarations, By-Laws and these Rules and Regulations
- A copy of the lease (or, if an oral agreement, a written memorandum of its terms) shall be delivered by the Unit Owner to the Managing Agent not later than the date of occupancy or 10 days after the lease is signed whichever comes first. No lessees may move into any unit until such time as the Managing Agent has been supplied a copy of the lease. Proof of certification from Carol Stream will be required when the lease is sent.
- Each lease shall contain a clause that states that the lessee(s) acknowledge(s) receipt of a copy of the Declaration and Rules of the Association and that the lessee agrees to be bound by and subject to all of the obligations under the Declaration and Rules, as is the Unit Owner in making such lease. Regardless of whether such a provision is contained in the lease, however, the lessee shall be so bound. No lease may be entered into by a prior lessee who has been either previously evicted or subject to current eviction proceedings.

- In making any lease, the Unit Owner is not relieved of any obligations under the Declaration and Bylaws or Rules and Regulations.
- No portion of a unit that is less than the entire Unit may be leased. All leases must be for a minimum term of one year.
- All occupants must be listed on the lease.
- Occupancy guidelines required by the Village of Carol Stream and the Association's governing documents must be adhered to at all times.
- Lessees are permitted to reside in the Unit. Lessees may not sublet a unit. In the event that a lease is revised, all revised documents must be submitted to the Association.
- No Unit may be leased for business, hotel, or transient purposes, to include short-term rental web sites such as Airbnb, HomeAway, and the like. Unit Owners who violate this provision may be assessed a fine of an amount equal to or greater than the rent received by the violating owner on a nightly, weekly or monthly basis.
- All service requests, except in the case of emergencies, MUST be submitted by the Unit Owner and not the lessee(s). Lessee's requests for service should be referred to the Unit Owner who is responsible for coordinating requests with the Managing Agent.
- All Unit Owners who rent their units must pay an Annual Lease Administrative Fee. In addition, each time a new lessee moves into a unit, a New Lease Processing Fee is to be paid prior to move-in.
- Only Owners may authorize additional residents to move into the unit.

C. ANNUAL LEASE ADMINISTRATIVE FEE

Any Unit Owner who rents their Unit is required to pay an Annual Lease Administrative Fee to the Association for the rental of their Unit. All Unit Owners who currently rent, regardless of the date of the commencement of the Lease, as of **April 1, 2017** will be required to submit payment on or before **June 1, 2017** for leases that are currently in effect and subsequently every year that their Unit is occupied by Tenants/Renters. All Annual Lease Administrative Fees must be paid via check made out to the Association and delivered to the management company. The initial payment will be due 30 days after the commencement of the Lease, and subsequently on or before **April 1st** of any year their Unit is occupied by Tenants/Renters. All Annual Lease Administrative Fees must be paid via check made out to the Association and delivered to the management company.

Failure to comply with the Lease Processing Fee and/or Annual Lease Administrative Fee will result in an immediate and additional \$1,000 fee per year.

The UNIT OWNER must supply the following information to the Managing Agent at least 5 business days prior to the lessee moving into the Unit. (Note: A copy of the lease as stated in 6B above). The forms include, but are not limited to the following:

- Notice of intent to lease form
- Names of individuals residing in the unit
- Lessor certification from the Village of Carol Stream
- Annual Lease Administrative Fee (due annually, if unit is changing from owner occupied to tenant occupied, this fee is due upon lease inception).
- New Lease Processing Fee, each time a new tenant moves in
- Resident Information Form
- Proof of Insurance from the UNIT OWNER
- Proof of Renter's Insurance from the RENTER

7. COMMON AREAS

A. USE OF COMMON AREAS

Common Area includes all of the exterior grounds. This is the area that everyone including visitors and prospective owners use to evaluate our community. Residents using the Common area within the Fountains at Town Center must be aware that conduct and housekeeping in the Common Areas affects not only their immediate neighbors but the community at large. Residents may not place any personal property in the common area. Such items will be subject to removal and disposal without notice. All religious and cultural objects and or symbols must be displayed on the front door, in accordance with Illinois law.

Children in Common Areas must have adult supervision at all times. Children may NOT play in the fire lanes adjacent to the driveways and must play on grassy areas at all times. Toys, balls, bicycles and equipment must not be left out when not in use and bats, balls, rackets etc. must never hit residents' doors, windows, cars etc. Complaints of this nature received by the Board will result in an immediate Notice of Violation. NO ONE is permitted anywhere near the ponds. Fishing, skating and swimming is strictly prohibited. Climbing trees and climbing on the gazebos and other structures is not allowed. Nothing can be hung from or attached to trees or shrubs on the property. This includes swings, games, animal leashes, bird houses or bird feeders.

No one may feed wildlife in any manner, including bird feeders. Leaving food out for feral cats or dogs, squirrels, chipmunks etc. is not allowed.

Residents are prohibited from posting notices, signs, or advertisements, in any common area of the community including the mail boxes. This includes lost pet pictures and notices and advertising services of any kind. Please refer to the section on Signs for specific exceptions. Door to door distributions and solicitations are prohibited.

B. ALTERATIONS

No alterations of any kind may be made to the exterior portions of any building, including roofs, siding, balconies, porches, driveways and sidewalks and doorways. Screws and nails may NOT be used to hang wreaths, holiday decorations or lights. Command brand plastic removable hangers are permitted. Nothing should be hung from or attached to outdoor light fixtures.

C. PONDS

All ponds are strictly for viewing enjoyment. They were not designed for recreational purposes. At no time shall anyone enter any of the ponds. No one shall swim, wade, bathe, boat, raft, fish or ice skate in or on any pond on the premises.

All acts which pollute or tend to pollute the ponds are prohibited. Littering of any kind is prohibited. Dog owners are required to pick up after their dogs. No one may allow their animal to swim in any of the ponds. Children are NOT allowed to play near or fish in ponds located on the property.

It is extremely important that children of all ages are taught not to venture out on the ponds at any time. Always obey “no swimming”, “no trespassing”, and “no skating” signs. These signs are posted because these bodies of water are unsafe for use at all times. **The Association will not be held liable or responsible for non-conforming conduct or use.**

8. LIMITED COMMON ELEMENTS

A. BALCONIES

Balconies are a Limited Common Element. They are the responsibility of the Unit Owner. Each resident is required to maintain his/her balcony in a neat and orderly condition. Paint and stain colors must remain identical as existing. Detailed colors/specifications are available by contacting the Managing Agent. A property-wide painting and or staining project may be facilitated by the Association at the discretion of the Board.

Only electric and propane gas grills are allowed. **Charcoal grills** are strictly **prohibited**, which includes their occasional use on the driveway or on sidewalks.

Nothing may be hung on or over balcony railings. The use of balconies as a holding area for pets is prohibited. No one shall keep a pet on the balcony unattended. Patio umbrellas or patio heaters are not allowed.

Nothing may be placed on top of balcony posts, (example: planters, statues, vases or ash trays). No decorative lights or strands of lights are allowed except during the holiday season. See section 15 of this document for more information.

Balconies are not to be used for storage; this includes but is not limited to bicycles, toys, strollers, pools, bags of soil, buckets, etc. Nothing may be stored under balconies except a hose reel.

No screws, staples, nails or hooks may be used on balconies, railings, posts or gutters. Command plastic removable hangers are permitted. No floor covering of any kind is permitted on balconies. Protective grill mats are allowed.

No temporary or permanent structure or fencing is permitted on the balcony. Refer to the landscaping section for information on flower planter and flowerpots.

NOTHING (example, cigarette butts) may be thrown or intentionally dropped from a balcony. In view of the seriousness and the danger of any such activity, the resident upon the first infraction of this rule will incur a fine as indicated in Appendix A with no warning given.

B. GARAGE DOORS

Maintenance of exterior garage doors and air conditioning compressors is the responsibility of the unit owner. Garage door replacement requires the completion of an Additions and Alterations Form (Appendix D) which must be approved by the Board prior to installation. Door color, style, and hardware must remain consistent with all the other garage doors in the community. No exterior alterations may be made to garage doors. Lock hardware on exterior garage doors may not be removed or replaced without prior Board approval. Damage to garage doors (dents, scrapes, etc.) due to negligence or vehicles caused by the unit owner, unit resident, guest or invitee, must be repaired by the unit owner or a fine will be assessed.

Exterior garage doors should not be left open for an unreasonable period of time. They must not be left open, unlocked or unattended unless the unit owner/resident needs it open for a specific purpose. Garage doors cannot be left open overnight.

C. DOORS, SECURITY CAMERAS AND STORM DOORS

Front and back doors are a limited common element. The repair and replacement are a homeowner responsibility. Door style, color and hardware must remain consistent with all other doors in the community. If repainting or a touch up is needed, the color must remain the same. The unit owner **must** contact the Agent for paint color and sourcing information.

No nails or screws are to be attached to doors for any reason. Over the door hangers or Command plastic removable hangers are permitted.

Owners are permitted a keyless entry and camera doorbells on front or rear doors but must be consistent with existing door hardware in style and color (i.e. Bright Brass) and can be spray painted in order to comply with this requirement.

Peep holes may be installed at owner's expense and must be Bright brass in color.

Security cameras or video cameras are permitted with the following requirements:

- Front doors: If an overhang is present on the unit, a dome camera may be installed in the ceiling of the overhang. No exposed wiring is permitted. If your unit does not have an overhang, a camera **cannot** be installed at the front door. Doorbell cameras (such as Ring) are permitted and may be installed at front or rear entrances. The casing of the doorbell must be white or bright brass in color. Wiring to the doorbell camera must be run inside the unit and not be visible outside.
- Rear doors: Video camera must be installed on the underside of the balcony and not in view. Wiring must have ONE point of entry.

Storm doors will only be allowed to be installed after completion of the Additions and Alterations Form (Appendix D) which must be approved by the Board prior to installation. Installation of a door(s) that does not comply with these requirements will result in a fine and will require removal of the door by the unit owner.

- All storm doors must be **white** in color (almond or off-white are not considered to be white and are not allowed). No other colors are allowed.
- Storm doors must be full glass/full screen (**one** clear rectangular piece of glass); no half glass/screen doors are allowed. Kick-plates on any doors must not exceed 10 inches. Maintenance of storm doors is the responsibility of the unit owner and will be kept clean and free of rust.
- All screen door hardware and kick panels **MUST BE** Bright Brass in color.

D. WINDOWS AND SCREENS

Windows and screens are a limited common element. The repair and replacement are a homeowner responsibility. Style, color and hardware must remain consistent with all other windows and screens in the community. If a unit owner wishes to replace windows (or sliding doors), an Additions and Alterations Form (Appendix D) must be completed and approved by the Board prior to ordering the windows.

All window screens and sliding door screens must be kept in place and maintained free of holes, tears or snags by the homeowner. Damaged window and door screens must be repaired/replaced within fifteen (15) days or removed completely. Loose weather stripping must be replaced or repaired.

Window air conditioners and window fans are strictly prohibited at all times.

Window coverings must be blinds, shades or drapes/curtains. No other covering is permitted.

Except during the holiday season, drawings, signs, stickers, pictures, stained glass or similar items are not to be hung in windows or on glass doors.

E. CHIMNEY AND DRYER VENTS

Fireplaces, from the fireplace to the top of the chimney pipe, are the responsibility of the unit owner. Units that have fireplaces are responsible for getting the fireplace/chimney professionally cleaned annually.

In order to ensure the safety of our residents, starting in 2009, wood burning fireplaces/chimneys and dryer vents must be inspected by a licensed contractor at least every other year and a certificate of inspection submitted to the Management Company. Inspections are encouraged annually, but must take place in odd numbered years before June 1st. Proof of inspections must be submitted to the Management Company by July 1st of every odd numbered year. Failure to send in proof of inspection will result in a fine of \$200 per year.

Clogged dryer vents are a fire hazard. Unit owners must have dryer vents cleaned every two years at a minimum.

The Board may elect to periodically have an Association-wide chimney and dryer vent inspection. If the inspection indicates that cleaning is necessary, the unit owner will be notified in writing by the Management Company. If the necessary cleaning does not take place within thirty (30) days of notification, the chimney or vent will be cleaned and charged back to the unit owner.

9. PETS

Each residential unit will be limited to TWO (2) pets (dogs and/or cats) and a reasonable number of fish, small birds or caged animals. No pet shall be maintained for breeding or other commercial purposes.

The following living creatures are not allowed anywhere on the property and are not considered pets. They may never be brought upon the Fountains at Town Center property:

- Poisonous, disease bearing, constricting snakes, and insects
- Animals normally considered wild (such as jungle and mountain cats, wild dogs, wolves, foxes, bears and other animals normally kept securely caged in zoos)
- Wolf or coyote mix dogs
- Livestock and fowl, including goats and potbellied pigs
- Horses
- Pigeons

Forest animals, such as ground hogs, skunks, raccoons, chipmunks, squirrels, moles, wild rabbits, deer, etc. are not considered pets, and are not to be fed, caged, or in any manner retained on the property.

Pet owners are fully responsible for any property damage or personal injury caused by their pets. Pet behavior is the sole responsibility of the resident. Any and all damage done by an animal to grass, trees, and all vegetation shall be the sole responsibility of the unit owner and all charges incurred for replacement shall be billed directly to the unit owner. The Association's landscaping service will replace the sod or other vegetation and the charges will be billed directly to the unit owner.

All pets must be carried or **kept on a leash** or in a carrier when in any common area on the Association grounds. Pets must be under the resident's physical control at all times when on common areas.

Pets may not be left unattended in the common areas. **A pet may not be tied to a stake, to a tree, bush, railing or any other common element.** Pets may not be tied up or placed in crates left on balconies or in garages. Cats are not allowed to roam freely. No pet is allowed to run unattended or uncontrolled and will be considered to be a stray and subject to removal and impoundment.

Any pet which is considered, in the sole discretion of the Board, to endanger the health, make objectionable noise (including excessive barking inside the unit or garage), or constitute a nuisance or danger to the residents or pets of other units, shall be removed upon (3) three days' notice of the Board. If the owner fails to honor such request, a daily fine of \$50 will be assessed until such time as the pet is removed.

The person walking the pet must remove all forms of excrement on Association property. Dogs are not allowed to urinate and defecate by unit entrances front or back, on sidewalks, driveways or balconies. **Owners who do not clean up after his/her pet will be fined as indicated in Appendix A.**

Bags of excrement may not be left on balconies, front or back stoops or in flower beds.

10. SATELLITE DISHES AND CABLE (INTERNET OR TV)

A unit resident is required to notify the Management Company prior to installation of a satellite dish. TV, Radio, CB or Ham radio antennas are not allowed. All satellite dishes must be installed as indicated below.

Satellite dishes may only be installed on a balcony. NO dish may be installed on the exterior of the building or the roof.

A satellite dish must be affixed to the **rear** balcony of the unit if it provides proper signal exposure. Rear balcony installation must be on the side fascia boards or the deck floor. If on the deck floor, it must not be visible above the railings. Wiring must be concealed under the balcony and enter the unit above the garage door as close to the dish as possible with only ONE point of entry. All wiring to each room in the house must be run **INSIDE** the house.

If the rear balcony does not provide the required exposure, the dish may be affixed to the **inside** of the front balcony to the deck floor inside the railing but not visible above the railing. In all cases, wiring from the dish must be concealed under the deck and enter the unit immediately using ONE point of entry and holes properly waterproofed and sealed. Wiring from satellite dishes and cable TV/internet **must enter the unit immediately. Wiring must only have one point of entry.** Wiring for satellite dishes or cable TV is **not** allowed to run outside the unit along walls, behind siding, gutters or downspouts or through windows. If multi-floor access is needed, **all wiring must be run INSIDE the unit.**

If the satellite service is discontinued or the unit is being sold the dish must be removed, the holes properly filled and sealed, and the unit returned to its original condition at the expense of the unit owner. Owners will not be able to obtain a paid assessment letter for closing until proof of dish removal and repairs is provided to the managing agent. Refer to Section 6.

The Board will notify unit owners in writing if satellite dishes and wires, internet wires or cable wires do not comply with these rules (i.e. a violation), if not brought into compliance, a fine will be assessed and the Board will arrange to have the violation removed. The homeowner will be charged back the cost of removal.

11. GARAGES

Car engines may NOT be left running in garages.

Electric garage door openers are permitted. Unit owners who install such openers assume all responsibility for maintaining the openers, tracks and electrical wiring. Keypads are allowed on the wood frame adjacent to the garage door. No exposed wiring is permitted.

Garages shall be used primarily for storage of vehicles and other items. Care and consideration for others must be exercised if the garage is used for minor repairs or maintenance of vehicles. Gasoline and other solvents in excessive amounts create harmful and offensive fumes, which permeate nearby units. They may also create a danger of fire or explosion. If a unit owner/resident stores anything in a garage which may harm other units, it shall be removed upon notification by the Board. No action shall be performed, or materials stored in a garage which causes harmful or offensive fumes to enter an adjacent unit.

12. FLAGS AND SIGNS

Section 18.6 of the Illinois Condominium Property Act allows for the display of one American flag or one flag of any branch of the military, or both. The flag(s) must be displayed on or within the unit or attached to the front or rear balcony and may be flown at any time of year. The maximum size flag allowed is 3x5 feet. Flag holder brackets are to be a maximum of six inches (6") in height. The flag will be kept in good condition, free of soil, tears and frayed edges. The location of the bracket must have Board approval before installation by submitting an Additions and Alterations Form (Appendix D).

Advertising signs or cards for business or commercial activities are prohibited anywhere on the property. Flyers or business cards may NOT be placed in or on doors or mailboxes. **A vehicle that contains a business advertisement or phone number must be kept in the garage when on the property.** No sign of any kind may be erected within the property without the written consent of the Board. The Board shall have the right to erect signs as they, in their discretion, deem appropriate.

A limit of two (2) "For Sale", "For Rent" or Brokerage signs are allowed to be displayed **inside** the unit in two (2) windows or doors. One sign may be displayed in the front of the unit and one in the back. The sign shall not exceed the maximum size of 24 inches by 30 inches.

Signs for open houses shall not be posted any earlier than one (1) hour before and must be removed one (1) hour after the same day as the open house.

No signs, business cards or flyers may be attached or posted to any exterior of buildings, including mailboxes, balconies, siding, or in the grass. No signs of any kind are allowed on front lawns or in flower beds. This includes security signs. A security sticker may be located on a front window or the glass window pane next to the front door. One sign may be placed in the ground at the rear door. Security signs that are improperly placed will be removed.

School signs or welcome flags may be displayed at the front or rear of each unit but **MUST** be placed in a flowerpot on the stoop. Only **one (1)** sign of any kind is permitted per unit.

13. SPORTS EQUIPMENT / BICYCLES / TOYS

Basketball backboards may **not** be affixed to any unit exterior and may not be mounted on a permanent post. Trampolines, recreational play sets (croquet, badminton, volleyball, etc.), swimming pools, swings and other such recreational items may not be placed on the common area or the limited common areas. Bicycles, boats, canoes, kayaks or other such recreational items shall not be stored on the common area, the limited common areas, driveways, balconies or under decks.

All play items (including non-permanent, moveable basketball backboards and temporary children's pools) shall be stored inside the dwelling unit or garage when not in use. No personal property may remain on the common area, limited common area or driveway overnight. All personal property must be removed by 11:00 p.m. and stored inside the unit.

Hunting and target shooting is not allowed on any part of the property at any time. Skateboards may not be used on sidewalks on the property. A skateboard park is adjacent to the community and it is recommended that it be used.

14. GRILLS / COOKING DEVICES / FIRE PITS

Each unit is permitted ONE (1), gas or electric grill. Charcoal grills, deep fryers, wood burning smokers, wood burning fire pits, portable chimneys or propane heating devices **are not permitted anywhere on the property. All devices with an OPEN Flame (i.e., tiki torches, mosquito repellant candles) are prohibited.** Grills must not be placed against the siding which is not heat resistant. Extra propane tanks may NOT be stored on the balcony.

15. SEASONAL DECORATIONS

No string lighting of any kind may be used on or around the balconies, garages or stairways except seasonal holiday lights which are permitted to be displayed between November 20th and January 15th. Lighting, cords and related hanging accessories must be removed before and after these dates. This includes colored lights used in outdoor light fixtures.

Other celebratory lights and decorations may be displayed 5 days before and 5 days after the occasion. Lighting, cords and related hanging accessories must be removed before and after these dates.

Decorations may not be stored on balconies or on the common area. Exterior decorations may be displayed as long as no damage is caused to the building exterior and or common elements (e.g. **no drilling, nailing or screwing of fasteners into aluminum siding, brick walls, balconies, railings, roof, or pillars.**) Zip ties, string or Command plastic adhesive hooks are permitted.

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

Holiday lights may be draped upon shrubs and railings, provided that the material and the method are in accordance with generally accepted safety standards. No decorations which create a safety hazard or cause damage to the premises are permitted. Using indoor electrical cords for outdoor use and having multiple cords plugged into each other is prohibited.

16. EXTERIOR LIGHTING, LAWN FURNITURE AND GARDEN HOSES

Picnic tables, tents, stools, and other lawn furniture shall not be left on any common elements or driveways. No lawn decorations of any type are allowed in any common area. Neon decorations and items such as flamingoes, palm trees, or other type of lighted objects are not permitted in windows or on balconies (other than seasonal holiday lights during designated time frames). Decorative lighting is not permitted outside of designated time frames.

Decorative benches must be approved by the Board **prior to acquisition** by submitting an Additions and Alterations Application (Appendix D).

Garden hoses must be detached from the water spigot during winter months and freezing conditions. Garden hoses must be neatly coiled and out of sight when not in use. No hose caddies shall be permanently attached to the building exterior.

11/17/25 - Decorative lighting is now permitted to be installed on the inside of the balconies with prior approval from the board, and final approval is subject to a site visit. Lighting should not cause any safety hazards, property damage, or disturbances to neighboring units

17. SNOW REMOVAL

Upon the accumulation of two (2) or more inches of snow, vehicles and other items must be removed from driveways and streets in order for snow removal operations to commence. If vehicles or other items are present during snow removal operations, the Association reserves the right to refrain from removing the snow from the unit area and the unit owner and residents of that unit assume responsibility for snow removal at their own expense.

Only Potassium Chloride or Calcium Chloride are allowed on the driveway and sidewalks. **Salt and sand are not allowed.**

18. LANDSCAPING / GARDEN PLANTINGS

Planters/flowerpots are allowed on the concrete stoops by unit doors. Planters/flowerpots are not allowed on stairs or landings.

No planting of shrubs, trees, vegetables, herbs, vines, climbing plants, and trellises of any type in any common area is allowed. Annual and perennial flowers may be planted around shrubs in front and rear of units, but may not exceed 24 inches in height at any time. Flowers may **not** be planted around trees.

The following items are not allowed anywhere on the common or limited common elements or on balconies: Bird feeders or birdhouses, water fountains, wooden or brick flower boxes or raised flower beds, edging, fencing, rocks, pavers, bricks, stone or mulch. The Association takes care of these items.

Flower plantings in pots or flower boxes are allowed on balconies as long as they are maintained with hanging growth no longer than the inside of the balcony. Hanging planters are **not allowed to overhang the outside** of the balconies and must not cause any hazards. Hanging planters may not be installed underneath the balcony, rafters, pillars, siding, roofs, balcony posts, trees or bushes.

Flower boxes and other objects **are not allowed on top of, or over** the outside of balcony railings/pillars and may not be mounted to railings/pillars on the balconies. No personal items including flower boxes or hanging plants may be mounted to or on any privacy fences. Objects of any kind may not be mounted to or on any boundary fences. Any damages or maintenance costs incurred as a result of mounting or installing planters will be billed back to the unit owner.

Flower boxes that are designed to hang on railings may be used but must be hung on the **inside** of balcony railings. Hanging brackets can rust and adjustment screws loosen which can present a safety hazard to residents and/or workmen if the flower box falls or is blown off during a storm. All plants and hanging planters must be maintained by the unit owner and removed at the end of the season before December 1st or after frost has killed the plants. All flowerpots and containers must be stored inside from December 1 through April 1. Flowerpots with dead plants (or no plants) left in flower beds, on stoops or under balconies must be removed.

No alterations of any nature are allowed without the prior approval of the Board. No lawn decorations of any type are allowed in any common or limited common area. Any plant or grass that is damaged or removed by any person or pet on the property shall be replaced at the expense of the unit owner who is responsible.

Solar lights may be used in or around flower beds but may not trail down along stairways. Two statues (in good repair) and 1 shepherd's hook/plant hanging stake per unit are allowed.

19. TRASH CONTAINMENT AND PICK-UP

No storage of trash will be permitted in or outside any unit in such a manner as to permit the spread or encouragement of fire, insects, rodents, odors or other conditions constituting a danger or nuisance affecting the neighborhood. Trash is to be placed in garbage cans or durable sealed plastic bags. Open boxes, open bags or open containers of any kind shall not be used. Bags of dog excrement can **never** be left on the stoop, balcony or in flower beds.

Littering is prohibited and includes cigarette butts and newspapers.

The Village of Carol Stream requires that trash and recycle containers not be placed in pickup areas any earlier than 6:00 p.m. the day preceding pickup and they shall not be left in the pickup areas more than twenty-four (24) hours after pickup. All other times, trash and recycle containers must be stored **inside the garage**. All containers must be closed with a lid. If a resident does not have an appropriate trash or recycle container, they can be obtained by calling Flood Brothers, our waste hauling company.

Residents who wish to utilize dumpsters, storage pods, or similar items, shall notify the Management Company at least forty-eight (48) hours prior to delivery to the premises. No dumpster, storage pod or other similar item shall be kept on the premises for more than seven (7) days without the consent of the Board. Any damage caused by dumpsters dropped on driveways or streets will be repaired and the cost charged back to the unit owner.

No dumpster, storage pod, or other similar item shall be placed in a driveway in such a manner as to block access to a neighbor's property or otherwise impair the full and proper use of their driveway.

20. MISCELLANEOUS

A. SOLICITATION

Any person seeking to distribute commercial literature on the property, other than through the United States Postal service, shall first receive permission from the Board through the Managing Agent, by written request thirty (30) days in advance. Leaflets, posters, business cards or flyers may not be attached to mailboxes or placed on doors or garage doors. No door-to-door solicitation or posting of advertisements, flyers, or other such material is allowed.

B. GARAGE SALES

Garage sales are prohibited. The Association may elect to have one annual multi-family garage sale. Residents will be notified at least thirty (30) days in advance of the date.

21. VEHICLE REGULATIONS

All vehicles must have current license plates and registrations.

All vehicles are restricted to paved surfaces, including driveways, streets and parking areas on the property. Damage caused to lawns or landscaping adjacent to driveways will be repaired and the cost charged back to the owner. Parking or driving of any motorized vehicle is strictly prohibited on grassy common areas or sidewalks.

All parking spots and driveways shall be used for parking operable and licensed vehicles 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, dump-trucks, semi-trucks, garbage trucks, taxi cabs, snowmobiles, boats, boat trailers or other water craft or other recreational vehicles. No recreational vehicles, (boats, trailers, RV's, campers, etc.) are allowed to be parked or stored on the property except in the garage. Vehicles leaking oil, gas or other fluids are not allowed in any driveway or parking spot. Vehicles leaking fluids that damage or stain the driveway may be subject to a fine if not repaired within thirty (30) days.

Abandoned vehicles shall **not** be permitted anywhere on the property. A vehicle shall be deemed abandoned if:

- It is in a state of disrepair rendering it incapable of being driven in its present condition
- It has not been moved for 48 hours from the street, common parking area, garage apron
- It does not possess a current valid vehicle license plate
- If any of the above conditions exist, the Association may remove the vehicle and the expense will be charged to the unit owner

No repair, including oil changes, 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 inside garages.

Vehicles may not be parked half in and half out of the garage or hanging out of the driveway onto the street. Vehicles may not be parked, maintained or stored in a way that obstructs passage of other vehicles on the property.

For the safety of all owners and residents, vehicles that are **backed into** driveways should never be left running, including “warming up” during winter months. Furnaces in our community draw outside air in through a vent above the rear entryway door and can circulate dangerous exhaust fumes throughout the unit or a neighboring unit.

Commercial vehicles (vehicles displaying company names, logos, and/or phone numbers) may only be parked inside the garage at all times.

Go-Carts, snowmobiles, ATVs, golf carts, and hover boards may not be operated anywhere on the property. They are prohibited from being parked, kept or stored anywhere on the property, except in garages with the door closed.

No parking is permitted within fifteen (15) feet of all fire hydrants, in front of mailboxes or in the fire lanes. ***The rear of every unit in this community is a fire lane and no parking is permitted.*** Violation of “No Parking” signs may result in ticketing and/or towing of the vehicle in violation without warning.

Stop signs and traffic controls must be obeyed and are subject to enforcement by the Carol Stream Police Department. The speed limit is fifteen (15) mph.

During any snowfall with an accumulation of two (2) or more inches, all vehicles must be removed from the street and driveways so as not to obstruct snowplowing operations. If a vehicle(s) has not been removed from a driveway, it 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.

Guest parking areas throughout the development are intended for guests and are **not** to be used by unit owners/residents. A fine and/or towing without warning may result.

- A maximum of four (4) vehicles are permitted per unit. Two (2) vehicles may be parked inside the garage . Two (2) vehicles may be parked in the driveway.

-No owner or tenant vehicles may park in guest parking spaces or fire lanes at any time.

-Any vehicles parked in violation of these rules will be subject to fines and/or towing at the owner’s expense

22. ENFORCEMENT PROCEDURES AND REMEDIES

All Residents are required to abide by the Association's Declarations, By-Laws and Rules and Regulations. The following enforcement procedures and remedies supplement those remedies granted to the Board, the Association and any Unit owner/Resident under the Declarations and the Illinois Condominium Property Act.

The Association performs periodic inspections of the community and utilizes a sticky note left on the door as an informal method to remind a Unit Owner/Resident of a violation(s). The Board requests that residents use this reminder to correct violation(s). The Agent may also call the Unit Owner to request corrective action.

If no corrective action results from the note or phone call, the Unit Owner will be given a notice in writing by first class mail or email of the violation. If no corrective action is taken fees and/or fines will be assessed to the unit owners' account as stated in Appendix A.

If the Unit Owner disputes the violation; she/he may send a written appeal to the Board for consideration. The unit owner may also request a hearing at which the Unit Owner will have an opportunity to be heard by the Board and may be represented by counsel.

Any Resident having knowledge or information concerning any violation of the Declarations, By-Laws or the Rules may file a written complaint. The complainant may file the written complaint form in Appendix B or a written complaint by mail or email, containing the following information:

- Contact information of the complainant (which will be kept strictly confidential).
- The name (if known), unit number of the unit owner/resident who is in violation.
- The specific details or description of the violation, (including the date, time, and location of the violation, if applicable).
- The date on which the complaint is made

A written complaint under the preceding section shall be filed with the Board through the Property Manager. Thereafter, the Board or Property Manager shall notify the alleged violator in writing (by first class mail or email), that such a complaint has been made. If the alleged violation is so serious, that immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. Any violation of the Rules and Regulations or Condominium Declarations resulting in a fine shall be paid within ten (10) days of notice. If the fine is not paid within ten (10) days from the original notice, an additional fine of \$10.00 per day may be added. Repeat violations will be referred to the association attorney.

APPENDIX A

FINES AND FEES

If, after notice and an opportunity to be heard as set forth in Paragraph 22 above, any Unit Owner or Resident is found to have violated any provisions of the Declaration or Rules and Regulations of the Association, the Board may, at its discretion, take one or more of the following steps, or such other actions as may be authorized by the Declaration, By-Laws and Rules. Assess against the Unit Owner the following fines, as well as any additional costs and expenses, including reasonable attorney's fees, incurred by the Association in connection with the enforcement process.

- First notice of violation: Written notification
- Second notice of violation: Written notification with \$100.00 fine (Minimum)
- Third notice of violation: Written notification with \$250.00 fine (Minimum)

Any above written notifications can include notification by the Board of its intent to correct the violation and charge the associated cost to the Unit Owner.

Fines for specific violations of the Rules:

- Throwing cigarettes from the Balcony—\$500.00
- Failure to provide proof of chimney inspection—\$200.00
- All items, including but not limited to flowerpots on outside of balcony railings or on top of posts—\$50.00 (if not remedied within 48 Hours, \$20/day additional)

In the event of a serious violation of the Association's governing documents or these Rules and Regulations, the Board, in its sole discretion, reserves the right to impose greater or more immediate fines than set forth in this Table, including the right to assess daily fines for violations of a continuing nature.

Fee Schedule

Assessment Late Fee	\$ 50.00
Annual Lease Administrative Fee	\$250.00 \$400
New Lease Processing Fee	\$150.00
Failure to comply with the Lease Processing Fee and/or Annual Lease Administrative Fee will result in an immediate and additional \$1,000 fee per year	
NSF Fee.....	\$ 50.00
	plus, any imposed bank service fees
Unit Owner Information Sheet Non-Compliance Fee (annually)	\$250.00
	plus, additional \$100 fee for each month of non-compliance
Proof of Insurance Non-Compliance Fee (annually)	\$250.00
	plus, additional \$150 fee for each month of non-compliance.

Note: Fines may also be appealed by the unit owner as noted in Paragraph 22.

APPENDIX B

FOUNTAINS AT TOWN CENTER ASSOCIATION VIOLATION REPORT

TODAY'S DATE: _____ DATE OF OCCURRENCE: _____

OFFENDER'S NAME: (IF KNOWN) _____

ADDRESS: _____, CAROL STREAM, IL 60188

VIOLATION LOCATION: _____

APPROXIMATE TIME VIOLATION TOOK PLACE: _____

PLEASE EXPLAIN THE VIOLATION BELOW:

REPORT SUBMITTED BY: (please print your name): _____

ADDRESS: _____

PHONE: WORK: _____ HOME: _____

CELL: _____ EMAIL: _____

PLEASE NOTE: A violation report must be completely filled out or all the above information supplied in an email or the complaint will not be considered valid by the Board of Directors.

I understand that I may need to appear at the next board meeting if requested by the board of directors and I am currently a homeowner at Fountains at Town Center.

Signature _____ Date: _____

APPENDIX C

FOUNTAINS AT TOWN CENTER CONDOMINIUM ASSOCIATION ADDRESS DESIGNATION/CONSENT TO ELECTRONIC DELIVERY FORM

The undersigned hereby requests and directs that the undersigned's address as shown on the list of unit owners maintained by the Association pursuant to Section 19(a)(7) of the Illinois Condominium Property Act (which list is subject to examination and copying by other owners) be shown as:

- ☐ THE U.S. POSTAL SERVICE ADDRESS LISTED BELOW.
- or -
- ☐ THE ELECTRONIC (EMAIL) ADDRESS LISTED BELOW.

ELECTRONIC DELIVERY OF NOTICES AND OFFICIAL COMMUNICATIONS

The undersigned hereby requests and consents to electronic delivery of the communications to the electronic (email) address listed below, delivery to be effective as of the date electronically transmitted. The undersigned understands and agrees (a) that communications not marked below will be delivered to the U.S. Postal Service mailing address listed below, and (b) that the Association may, in its sole discretion, deliver any notice or other communication to the U.S. Postal Service mailing address indicated below.

SIGNATURE(S) OF UNIT OWNER(S): _____

PRINTED NAME(S) OF UNIT OWNER(S): _____

UNIT NO(S): _____

U.S. POSTAL ADDRESS: _____

ELECTRONIC (EMAIL) ADDRESS: _____

DATED: _____, 20____

APPENDIX D

FOUNTAINS AT TOWN CENTER CONDOMINIUM ASSOCIATION ALTERATIONS & ADDITIONS APPLICATION

HOMEOWNER: _____ DATE: _____

ADDRESS: _____, CAROL STREAM, IL 60188

WORK PHONE: _____ HOME PHONE: _____

CELL PHONE: _____ EMAIL ADDRESS: _____

DESCRIPTION OF IMPROVEMENT: _____

DIMENSIONS: _____

SUPPLIER: _____ APPROXIMATE COST: _____

Drawings of all improvements must be attached to the application to show location, color and dimension relative to existing structures. As of the approval date of this alteration, I accept full responsibility for the altered area and agree to maintain it in a safe and presentable condition. For satellite dishes, I have stated specifically where the intended installation is to be and any holes that may need to be drilled into the structure.

I understand that no work may be performed prior to receiving approval, and it may take up to 30 days from time of receipt of this application and that, upon approval, all door specifications including door color, style (full view glass) and hardware color of the door as finally installed will be exactly as stated in this application or will be corrected at my expense.

SIGNATURE _____ DATE _____

FOR OFFICE USE ONLY

DATE RECEIVED: _____ BY: _____

DATE EMAILED: _____ BY: _____

DATE OF ENTER: _____ BY: _____

DATE OF DECISION: _____ BY: _____

DATE OF LETTER: _____ BY: _____

DATE OF MAILING: _____ BY: _____

DATE OF INSPECTION: _____ BY: _____

FOR APPROVAL - FAX, MAIL OR EMAIL TO MANAGEMENT

APPENDIX E

FOUNTAINS AT TOWN CENTER CONDOMINIUM ASSOCIATION MANAGING AGENT CONTACT INFORMATION

Advantage Management
350 N. LaSalle Street, 9th Floor
Chicago, IL 60654
Phone: (312) 475-9400
Fax: (312) 475-9022
Email: jhallisy@advantage-management.com
24 hour emergency: (312) 447-0911

www.advantage-management.com

PAINT COLORS

Note: These colors are NOT used on doors but only on outside wood surfaces.

Units throughout the development are painted one of two colors by building. One is a beige (Formula 1 below) and the other an off-white (Formula 2 below). All painting and touch-ups of outdoor wood surfaces **must** be of these colors by building. If unsure of which color was used on your unit, please contact the management company. If any other paint color or brand (similar colors can vary by brand) is used and is visibly different, the unit owner will be notified and repainting in the correct color and brand will be required.



These formulas are available at the store listed below and are on file in their computer as Fountains at Town Center Condo Association :

J C Licht
158 S Gary Avenue
Bloomington, IL 60108
630-351-5700

The bar code shown can be read by the store computer to mix the correct color.

STAIN COLOR (FOR BALCONY FLOOR)

The formula at the right is the color of the opaque stain now on balcony floors.

Unit owners may also use a Benjamin Moore product available at JC Licht called **Arborcoat**. The approved color is **Natural Cedartone** and is available in solid, semi-solid or semi-transparent finishes which are all approved for use.

Alternatively, if a unit owner would like to replace decking with deck boards made of a composite material, the color must be compatible with the current deck color which is a light cedar (beige) color. Colors such as brown, gray or charcoal are not compatible with the current color. If a composite is used and does not match the current color, it **must be** painted or stained to match.

SHERWIN-WILLIAMS 3090 07/14/11
847-299-4010 Order# 0136589

EXTERIOR STAINS
SUPERDECK SEMI-TRANS WATERBORNE
N/A IFC 8012NP

WB FTC DECK
CUST OM MANUAL MATCH

CCE#COLORANT	02	32	64	128
B1-Black	-	15	-	-
R2-Maroon	-	5	-	-
W1-White	-	25	-	-
Y3-Deep Gold	2	21	-	-

FIVE GALLON TINT BASE
SD3T00015 650881816

Non Returnable Tinted Color

CAUTION: To assure consistent color, always order enough paint to complete the job and intermix all containers of the same color before application. Mixed colors may vary slightly from color strip or color chip.



0136589-001

FOUNTAINS AT TOWN CENTER CONDOMINIUM ASSOCIATION RULE RESOLUTION

WHEREAS, the Fountains at Town Center Condominium Association (“Association”) is governed by provisions of the Declaration of Condominium Ownership, Easements, Covenants and By-Laws for Fountains at Town Center Condominium Association (“Declaration”); and

WHEREAS, the Board of Directors is charged with the responsibility of administering the property and the Association in the best interests of the members of the Association; and

WHEREAS, the Board of Directors has deemed it to be in the best interests of the Association to adopt rules, pursuant to the Illinois Condominium Property Act; and

WHEREAS, the following rules shall supplement the existing rules and regulations, however, the rules and regulations contained herein shall supersede any contradictory rules and regulations contained in the existing policies of the Association.

NOW, THEREFORE, BE IT RESOLVED, that the following rules are hereby adopted and added to the existing rules and regulations of the Association (additions in text indicated by double underline, removals in text indicated by ~~strikethrough~~):

~~Any Unit Owner who rents their Unit is required to pay an Annual Lease Administrative Fee to the Association for the rental of their Unit. All Unit Owners who currently rent, regardless of the date of the commencement of the Lease, as of April 1, 2017 will be required to submit payment on or before June 1, 2017 of any given year for leases that are currently in effect and subsequently every year that their Unit is occupied by Tenants/Renters. All Annual Lease Administrative Fees must be paid via check made out to the Association and delivered to the management company. The initial payment will be due 30 days after the commencement of the Lease, and subsequently on or before April 1st of any year their Unit is occupied by Tenants/Renters. All Annual Lease Administrative Fees must be paid via check made out to the Association and delivered to the management company.~~

\$400

Unit Owners that lease their Unit(s) shall be charged an annual non-refundable fee of \$200.00 for each Unit leased, to cover administrative fees and related costs. This fee will be charged for each lease renewal, lease extension, or new lease. All Annual Lease Administrative Fees must be paid via check made out to the Association and delivered to the management company. The initial payment will be due 30 days after the commencement of the Lease, and subsequently on or before April 1st of any year their Unit is occupied by a tenant.

Failure to comply with the Lease Processing Fee and/or Annual Lease Administrative Fee will result in an immediate and additional \$1,000 fee per year.

The UNIT OWNER must supply the following information to the Managing Agent at least 5 business days prior to the lessee moving into the Unit. (Note: A copy of the lease as stated in 6B above). The forms include, but are not limited to the following:

- Notice of intent to lease form
- Names of individuals residing in the unit
- Lessor certification from the Village of Carol Stream
- Annual Lease Administrative Fee (due annually, if unit is changing from owner occupied to tenant occupied, this fee is due upon lease inception).

- New Lease Processing Fee, each time a new tenant moves in
- Resident Information Form
- Proof of Insurance from the UNIT OWNER
- Proof of Renter's Insurance from the RENTER

Adopted by the Board of Directors of the Fountains at Town Center Condominium Association at a Board meeting held on _____, 2024, at _____, Illinois.

Motion made by _____ and seconded by _____.

Vote Taken:

For	_____
Against	_____
Abstain	_____

APPENDIX A

FINES AND FEES

If, after notice and an opportunity to be heard as set forth in Paragraph 22 above, any Unit Owner or Resident is found to have violated any provisions of the Declaration or Rules and Regulations of the Association, the Board may, at its discretion, take one or more of the following steps, or such other actions as may be authorized by the Declaration, By-Laws and Rules. Assess against the Unit Owner the following fines, as well as any additional costs and expenses, including reasonable attorney's fees, incurred by the Association in connection with the enforcement process.

- First notice of violation: Written notification
- Second notice of violation: Written notification with \$100.00 fine (Minimum)
- Third notice of violation: Written notification with \$300.00 fine (Minimum)

Any above written notifications can include notification by the Board of its intent to correct the violation and charge the associated cost to the Unit Owner.

Fines for specific violations of the Rules:

- Cigarettes littered on property—\$500.00
- Window Screen Violations ----- \$100
- Failure to provide proof of chimney inspection—\$200.00
- All items, including but not limited to flowerpots on outside of balcony railings or on top of posts—\$50.00 (if not remedied within 10 days, \$20/day additional)
- Failure to repair/paint balcony—\$100.00

In the event of a serious violation of the Association's governing documents or these Rules and Regulations, the Board, in its sole discretion, reserves the right to impose greater or more immediate fines than set forth in this Table, including the right to assess daily fines for violations of a continuing nature.

Fee Schedule

Assessment Late Fee \$ 50.00

Annual Lease Administrative Fee ~~\$300.00~~ \$400/yr

New Lease Processing Fee \$150.00

Failure to comply with the Lease Processing Fee and/or Annual Lease Administrative Fee will result in an immediate and additional \$1,000 fee per year

NSF Fee..... \$ 50.00
plus, any imposed bank service fees

Unit Owner Information Sheet Non-Compliance Fee (annually) \$250.00
plus, additional \$100 fee for each month of non-compliance

Proof of Insurance Non-Compliance Fee (annually) \$250.00
plus, additional \$150 fee for each month of non-compliance.

Fireworks Violation..... \$500

**FOUNTAINS AT TOWN CENTER CONDOMINIUM ASSOCIATION
RESOLUTION TO ADOPT RULES REGARDING THE POND AREA**

WHEREAS, the Fountains at Town Center Condominium Association ("Association") is governed by provisions of the Declaration of Condominium Ownership, Easements, Covenants and By-Laws for Fountains at Town Center Condominium Association ("Declaration"); and

WHEREAS, the Association's Declaration provides that the direction and administration of the Property and the affairs of the Association shall be vested in the Board of Directors ("Board"); and

WHEREAS, the Board, in accordance with the Association's governing documents, has the authority to adopt and amend rules and regulations covering the details of the operation and use of the Property.

NOW THEREFORE, in furtherance of the foregoing, the Board does hereby adopt the following Rules regarding the pond area:

1. Owners and Residents are prohibited from engaging in any and all types of recreational activities in, on, above and/or under the Ponds in the Common Elements. The types of recreational activities that are prohibited shall include, but not be limited to, swimming, boating (to include motorized boats, petal boats, kayaks or similar), fishing, and ice skating. These prohibitions in this Rule shall also apply to all family members, residents, pets and other invitees of Owners and residents.
2. Children under the age of 18 shall keep at least 25 feet away from the Pond at all times unless accompanied by an adult.
3. Any Owner and/or resident failing to comply with the terms of this Rule and who engages in any type of recreational activities in, on, above and/or under the Pond in Common Elements does so at his or her own risk.
4. Any Owner and/or resident failing to comply with the terms of this Rule and who engages in any type of recreational activities in, on, above and/or under the Pond in the Common Elements thereby fully waives and releases the Association, and its officers, agents and directors, from any and all claims, damages, or causes of action, known or unknown, whether under federal, state or local law arising out of damage and/or injury caused as a result of Owner and/or resident's use of the Pond.
5. Each instance a complaint is received by the Board/Management shall constitute a separate violation and subject the Unit Owner to a reasonable fine as determined by the Board of Managers.

Adopted by the Board of Directors of the Greenwood Place Townhome Owner Association at a Board meeting held on 5/29/24, 2024, at Zoom, Illinois.

Motion made by Mary Stripla and seconded by Kathy Metz.

Vote Taken:

For	<u>5</u>
Against	<u>0</u>
Abstain	<u>0</u>

JCLicht

Remit To:
J.C. Licht, LLC
Dept # 10472
PO Box 87618
Chicago, IL 60680-0618

X

Store Name:
Bloomingdale
156-101 S Gary Ave
Bloomingdale IL 60108
Phone: (630) 351-5700 Fax: (630) 351-2488

Tax #:

3125215963

Invoice

F
R
O
M

Fountains Of Town Center
Carol Stream IL

Order

Number	Date	Page
08115194	8/14/2025	1

Phone	Fax	Clerk	Terms	PO Number	Required	Delivery
(312) 521-5963		MDINU	Cash			Pick Up

Item Number	Description	List	Quantity	U/M	Tax	Net Price	Extension
W4481X001	1G W4481X ULTRASPEC SAT EXT Color Number: New Lite T Color Name: New Lite Tan Formula: 7.5 Y3, 3 S1, 26.25 W1, 0.25 O1, 0.5 G1  CF0021260527	47.99	1.00	1G	Y	36.00	36.00
W4481X001	1G W4481X ULTRASPEC SAT EXT Color Name: FTC DARK BEIGE Formula: 39.75 Y3, 18.25 S1, 3.75 R3  CF0021260528 SIDING AND VERTICAL SURFACES ON DECKS	47.99	1.00	1G	Y	36.00	36.00
06944X001	1G 06944X WOODLUXE SLD Color Number: ES-45 Color Name: Natural Cedartone Formula: 284 Y3, 25 S1, 85 W1, 36 R3  CF0021260530 DECK FLOORING COLOR	71.99	1.00	1G	Y	64.79	64.79

VOICE 1

Continued