

*HEARTHWOOD FARMS
CONDOMINIUM ASSOCIATION*

RULES AND REGULATIONS

ADOPTED: July 20, 2015

**HEARTHWOOD FARMS CONDOMINIUM ASSOCIATION
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ARTICLE I

Definitions

In the event a term is used in the Rules and Regulations which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Declaration, or in the By-Laws, or in its common usage with the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

1. **Declaration.** The Amended and Restated Declaration of Condominium Ownership for the Hearthwood Farms Condominium Association which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on October 18, 2005, as Document No. 0529118088, and as amended from time to time thereafter.

2. **By-Laws.** The By-Laws of Hearthwood Farms Condominium-Association, and as amended from time to time thereafter.

3. **Property.** All the real property against which the Declaration has been recorded, including any improvements thereon.

4. **Act.** The Illinois Condominium Property Act, as amended from time to time.

5. **Association.** The Hearthwood Farms Condominium Association, an Illinois not-for-profit corporation and a Condominium organized pursuant to the Illinois Condominium Property Act (765 ILCS 605 et seq.).

6. **Board.** The Board of Directors of the Association.

7. **Rules or Rules and Regulations.** The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.

8. **Common Elements.** All of the property except the units.

9. **Unit.** A portion of the Property which is owned by a Unit Owner.

10. **Owner or Unit Owner.** The Owner or Owners of a Unit, as revealed by the public record, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by agreement. Where the Owner is a trust, the beneficiary of the trust and any person having the exclusive power of direction over the trust shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.

11. **Member of the Association.** A Unit Owner.
12. **Resident.** Any person who resides on the Property, including families of Unit Owners and tenants and Unit Owners.
13. **Common Expense or Assessment.** Any amount which the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments and charges of expenses or assessments which are levied pursuant to the Declaration, By-Laws or the Rules.
14. **Property Manager.** The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.

END OF TEXT OF ARTICLE I

ARTICLE II

Policies and Procedures Regarding Enforcement

1. Any complaint which alleges a violation of the Declaration, By-Laws or Rules and Regulations shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit "A". At a minimum, the complaint shall set forth:

- a. The name, address and phone number of the complaining witness.
- b. The Unit Owner's name, Unit number or address of the Unit where the alleged violator resides.
- c. The specific details or description of the violation, including the date, time and location where the violation occurred.
- d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary.
- e. The signature and address of the complaining witness and the date on which the complaint is made.

The Association recommends that photographs or video be taken which show the violation. Any such photographs should be attached to the Witness Statement or if possible presented at a hearing. The photographer's name and the date on which the photographs were taken should be written on the back or specified in an email if the evidence is sent electronically. If photographic or video evidence is not provided which shows with indisputable certainty the violation which occurred and the person who allegedly committed the violation, the witness must be willing to testify at a hearing. If the alleged violator disputes the violation and requests a hearing, and the supporting evidence is inconclusive in the Board's sole opinion, and the complaining witness is not willing to testify, the matter will be considered closed by the Board and no enforcement action will be taken.

2. If a Unit Owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws or Rules and Regulations, the following shall occur:

- a. Upon a first violation, the Unit Owner shall be notified in writing by the Association or its duly authorized agents. If found to be guilty of the violation, following an opportunity for a hearing as set forth in Paragraph 5 below, the Unit Owner may be assessed a liquidated amount of Fifty and no/100 Dollars (\$50.00) for the time, costs and expenses involved in the enforcement process. On a first violation, the Board may elect either to waive or assess the liquidated amount.

b. Upon a second or continuing violation by a Unit Owner, the Unit Owner shall be notified of the violation by the Association or its duly authorized agents and, if the Board so elects, by the Association's attorney. The Association's attorney, if requested by the Association, shall make such demands as are necessary to protect the Association's interests in the event litigation becomes necessary. If found to be guilty of a violation, following an opportunity for a hearing as set forth in Paragraph 5 below, the Unit Owner may be assessed a reasonable amount to be determined by the Board for the time, costs and expenses involved in the enforcement process, plus the actual amount of any legal fees which were incurred by the Association as a result of the violation.

c. Upon further or continuing violations by a Unit Owner, the Board may elect to send further notices of violation or to forward the matter to the Association's attorney for appropriate legal action. All legal fees and costs incurred by the Association will be assessed to the Unit Owner as a Common Expense of that Unit Owner.

d. Any notification from the Association or its attorneys may contain such demands as are necessary to protect the interests of the Association.

e. In the event any violation has resulted in damage to any Common Elements or has resulted in an unauthorized condition on the Property, the Unit Owner will be given two (2) notices of violation to correct the violation. If the violation is not corrected within seven (7) days after a determination of liability has been made by the Board following the second notice of violation, the Association will proceed to have the violation corrected, and the Unit Owner will be assessed for the full cost of labor and materials required. In addition to the foregoing assessment, and in order to encourage Unit Owners to correct violations at their own time and expense, the Association will assess any Unit Owner who forces the Association to correct the violation, with an additional administrative fee of One Hundred and no/100 (\$100.00) Dollars or ten percent (10%) of the cost of labor and materials, whichever is greater.

3. Any assessments to a Unit Owner made pursuant to these enforcement policies and procedures shall be a Common Expense of that Unit Owner. Any Unit Owner assessed hereunder shall pay the Common Expenses incurred within thirty (30) days following notification that such assessments are due. Failure to make full payment of any assessment in this time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection thereof.

4. The remedies hereunder are not exclusive, and the Board may, in addition thereto, take any action available at law, or in equity, or in the Declaration and By-Laws to prevent or eliminate violation of the Declaration, By-Laws or the Rules and Regulations.

5. If any Unit Owner feels that he has been wrongfully or unjustly charged with a violation hereunder, the Unit Owner must proceed as follows:

a. Within twenty-one (21) days after the Unit Owner has been notified of a violation, the Unit Owner shall submit, in writing, a protest to the Board stating the reasons the Unit Owner feels he has not committed a violation or shall request a hearing concerning the violation.

b. If no protest is filed within twenty-one (21) days, a hearing will be considered waived and the allegations in the notice of violation shall be deemed admitted. If a protest or request for a hearing is filed, a hearing on the matter shall be held before the Board no later than six (6) weeks after receipt of the written protest.

c. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation with or without the presence of witnesses. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be final and binding on the Unit Owner.

d. Payment of charges made under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Board during this time. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as Exhibit "C".

e. Time is of the essence of this policy. Notices are deemed made at the time of personal delivery to the Unit Owner or a member of his household who is ten (10) years of age or older or two (2) days following deposit in the United States mail, postage prepaid, to the Unit Owner at the Unit address or to such other address as the Unit Owner shall have previously filed with the Board in writing.

6. In the event the Board of Directors is required to use legal counsel for any services to enforce these policies or file legal action, the accused shall be assessed all of the legal fees and costs incurred by the association.

END OF TEXT OF ARTICLE II

ARTICLE III

General Rules Provisions

1. All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the final section of these comprehensive Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws and the Rules and Regulations, in that order.

2. These Rules and Regulations are binding on all Unit Owners, Residents, their families and guests. Exceptions to the Rules and Regulations may only be in writing, signed by the Board or its duly authorized agents following a written request by a Unit Owner.

3. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest.

END OF TEXT OF ARTICLE III

ARTICLE IV

Rules Regarding the Administration of the Property

1. Assessments and Collections.

a. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment of the foregoing which is received after the close of business on **the tenth (10th)** day of the month shall be considered late. All payments received, even if the payment has been designated to be applied to a specific obligation, will be applied to the payment of the oldest outstanding charges before being applied to any current charges.

b. Any payment of less than the full amount of all assessments and other charges which are due in any given month or any payments which are made late shall cause the Unit Owner to be subject to a late charge of Fifty and no/100 Dollars (\$50.00) for that month which shall be added to and deemed a part of the Unit Owner's Common Expenses.

c. The Board shall have the authority to credit back any late charges which may have been added to a Unit Owner's account under circumstances appropriate for exception or a good faith finding of mistake, inadvertence or hardship.

d. Unit Owners who are delinquent in the payment of Common Expenses may be subject to legal action after notification in accordance with the provisions of the Declaration and By-Laws. Once legal action has been commenced, all legal fees and costs will be assessed to the Unit Owner as required by the Declaration and By-Laws.

2. Board Meetings and Association Records.

a. All Board meetings are open to all Unit Owners upon no less than forty-eight (48) hours for notice. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Unit Owners.

b. Owners may record the proceedings of an open meeting subject to the rules established by the Board

c. As required by law, the books and records of the Association are available for the inspection of Unit Owners for any proper purpose at reasonable times; provided that reasonable notice is provided to the Association and the Board has thirty (30) days in which to respond.

3. Homeowner Insurance Obligations

a. All unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or his/her guests, residents, or invitees, or regardless of any negligence, damages originating from the unit or limited common element serving the unit. Limits of liability of at least \$100,000 are required.

b. The personal liability of the unit owner must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required pursuant to this Rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.

c. Each unit owner will be responsible to provide the Board of Directors with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the coverage.

d. In the event the unit owner does not purchase and produce evidence of sufficient insurance within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for same by the association as set forth above, the Board of Directors may in its sole discretion, impose a daily fine against the unit owner upon notice and opportunity for a hearing, purchase the insurance coverage and charge the premium cost back to the unit owner. In the event the unit owner does not purchase sufficient insurance, the unit owner will continue to be personally responsible for damages as outlined in Paragraphs 1 and 2.

e. In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.

END OF TEXT OF ARTICLE IV

ARTICLE V

Rules Regarding the Use and Appearance of the Property

1. Common Elements.

- a. Storage of any kind is expressly prohibited on or in any Common Elements unless the area is expressly designated for such purpose.
- b. All toys, recreation equipment, bicycles and the like must be removed from Common Elements by sunset.
- c. Any games or other activity which create a nuisance, damages any Common Elements or disrupts the peace is prohibited on or in any portion of the Common Elements.
- d. Baseball, softball, football, golf, soccer, or any hardballs of any kind are not allowed.
- e. No port-a-potties or rentals of inflatable party equipment are allowed.
- f. For safety reasons, charcoal grills are not allowed. Gas grills are allowed.
- g. No outdoor firepits or chimneys of any kind are allowed.
- h. Unit owners may not enclose any portion of the Common Elements or patios with a fence or other boundaries.
- i. Any trees, shrubs or plantings to be installed on the Property must be approved by the Board or its duly authorized agents, unless otherwise authorized herein.
- j. Unit Owners are responsible for keeping lawn areas immediately surrounding their respective Units clean and free from debris.
- k. No feeding of wild animals is allowed. Bird feeders and bird baths are also not allowed.
- l. All garden hoses must be on a portable hose reel designed for holding a garden hose. Otherwise, hoses must be placed in garages or units. Hoses cannot be placed and left lying on landscaping beds or in any common area. By November 30 all hoses/reels must be stored inside the owner's garage or unit. Hoses/reels may not be placed outside until April 1. Any hoses not on reels or not stored inside a garage or unit or hoses on reels not stored inside a garage or unit between November 30 and April 1 may be thrown away without warning.

m. If a complaint is received by a resident regarding personal property or decorations on, near or around the front entryway at his or her address, the owner of that property must then obtain the written consent of the other residents at that address within 15 days of notification or else remove the personal property. Consent must be given with the signatures of the heads of household of all the building's residences on the back of a printed photograph of the area depicting all the personal property for which permission is being sought. Notwithstanding, all personal property must be removed from December 1 to March 31. Also, no personal property may be placed or kept in the indoor common areas other than those permitted by Article V.2.e.

n. Notwithstanding any of the terms in these Rules & Regulations, the Board reserves the right to demand the removal of any personal property on common areas, inside hallways or outside, including balconies and patios, which in the Board's sole discretion is deemed in poor condition, in disrepair, or offensive.

2. Common Hallways.

a. No bicycles, recreational equipment, strollers, toys, or other personal property can be kept in the Common Hallway.

b. No footwear of any kind is allowed to be kept in the common hallway or Common Elements.

c. No loitering or smoking at any time in the Common Hallway or Garage Hallway.

d. No large items such as benches, chairs, couches, cabinets and the like are permitted in the Common Hallway.

e. Wall hangings are limited to one item on your personal unit door and one decorative wall item per unit. Any deviations are at the discretion of the Board of Directors. Any personal items may be removed after a written warning and reasonable time to correct if in the Board's sole discretion the item is offensive or inappropriate. The Association will not be responsible for damage or theft of personal property in the common areas even if the alleged perpetrator is a vendor or agent of the Association.

3. Awnings or Sunroofs. No awning, sunroof, canopy or shutter of any type is permitted.

4. Holiday Decorations. All holiday decorations, including lights, cannot be put out until thirty (30) days before the holiday and must be removed within thirty (30) days after the holiday. Any damage done to the building from such décor is the responsibility of the Owner.

5. Landscaping. Private flower beds or gardens are not permitted on Common Areas or around the exterior walls of the Units unless authorized by the Board. The Board and the Association shall not be liable for damages or theft to personal property

stored on planting beds or turf even if the alleged perpetrator is a vendor or agent of the Association regardless of whether said placement was authorized by the Board. Growing of fruits, vegetables or other edible plants are not permitted on common areas.

6. Leafleting.

a. Any person seeking to distribute literature on the Property, other than in the United States mail, should first deliver a copy of the item to be distributed to the Association and shall state the name, address and phone number of the person or persons who are the authors of the publication and of the person or persons sponsoring or distributing the publication.

b. If a Unit Owner violates the above provisions, or if the literature so distributed is in any way disposed of on the Property, the Unit Owner shall be assessed all costs and expenses for collection of the disposed of literature and any attorneys' fees or administrative time that may be necessary to insure enforcement of these provisions.

7. Maintenance Requests. Maintenance requests regarding the Property should be submitted to the Managing Agent.

8. Security. If any suspicious activities, nuisances or domestic issues are observed, the police are to be notified immediately. Any license numbers observed are to be written down. All garage doors **must** be closed at all times when left unattended.

9. Signs and Advertisements. No signs, including "For Sale" or "For Rent", shall be **allowed in Unit windows or on Property.**

10. Alterations.

a. No alterations of any kind may be made to the exterior portions of any building, including roofs, siding and the like.

4. No structural, plumbing or electrical changes within the individual units or garages may be made without prior written approval of the Board. This includes removing and/or replacing drywall and cabinets.

5. All non-emergency construction, remodeling and/or repair activities that are audible to other residents must be limited to the hours of 8:00 a.m. to 6:00 p.m. Mondays to Fridays, 9:00 a.m. to 5:00 p.m. on weekends, and 10:00 a.m. to 5:00 p.m. on holidays. Holidays are considered New Years Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day.

6. Large items of refuse such as furniture or any construction materials (including but not limited to discarded carpeting or cabinets) may not be set out until the evening before garbage day. If the scavenger company does not pick up any items or materials, the homeowner will need to make special arrangements to dispose of them.

7. Any architectural requests must be submitted at least fifteen (15) days prior to the scheduled date of commencement. The application must include full details of the work to be performed, including but not limited to the following:

- i. The name of the individual and/or company of the contractor performing the work
- ii. A certificate of insurance showing that the contractor is adequately insured and naming the Association as additional insured.
- iii. Materials to be used and method of installation.
- iv. Estimated commencement date and completion date.
- v. A copy of any permits required by the local, state or federal agency.

11. Antennas/Satellite Dishes. No antennas or satellite dishes of any kind may be attached or mounted to any portion of the Common Elements. In the interests of the health, safety, and welfare of the Association:

a. Any owner interested in installing a satellite dish one meter or less in diameter must comply with the Association's instructions for installation. Satellite dishes greater than one (1) meter in diameter are prohibited.

b. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control, specifically the balcony and patio. This would include the Limited Common Elements of the Association only. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish. Satellite dishes may NOT be installed on the Common Elements without the prior written consent of the Board.

c. To protect the health, safety and welfare of the residents, satellite dishes must be professionally installed. The unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.

d. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the satellite dish.

e. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.

f. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish, at the homeowner's expense.

g. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish. A satellite dish belonging to a ground floor resident may not be attached to the balcony above, a column supporting the balcony above if applicable, or to any common element.

h. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish.

i. All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

12. Miscellaneous.

a. No littering is allowed anywhere on the Common Area.

b. Prospective purchasers or renters will not be allowed to roam the grounds unescorted without the Unit Owner or realtor.

c. The moving of furniture or household furnishings to and from the premises will be allowed only between 8:00 A.M. and 8:00 P.M. daily.

d. Homeowners must arrange for a special pickup through the local garbage collection vendor for all large items, such as water heaters, furnaces, large appliances and carpet. Electronics such as TV's, computers, video players and radios may not be left at the curb and must be brought by the resident to an approved electronics recycling location.

e. All garbage must not be put out until 6:00 P.M. the night before pickup. All garbage must be secured, garbage bags properly tied, recyclables placed in proper recycling containers not to be overflowing and papers must be weighted down. All containers must be brought back inside the garage by 10:00 p.m. on the evening of garbage day. All garbage and recycling containers must neatly identify the street number and unit number of the address to which it belongs. In addition to fines, any

containers not brought back inside the garage by the proscribed time period or not properly identified may be confiscated.

f. All balconies and patios must be kept in a clean and tidy manner. Garbage is not to be stored on balconies and patios. Only gas grills, patio furniture, and flower pots or boxes may be kept on a balcony or patio. A resident may not have any more than 4 flower pots or boxes. Each flower pot or box may not exceed 2 square feet of planting area. The height of vegetation may not exceed 18". If a flower pot or box is positioned on a balcony railing, the total height of the flower pot or box with the planted vegetation may not exceed 18". Satellite dishes may be allowed subject to the conditions in paragraph 11 above. No items may be nailed or screwed or permanently affixed in any way onto any portion of the balcony or patio or to any portion of the common elements.

g. An architectural agreement form must be completed and approved by the Board for the following work: all windows, patio doors and storm doors, balcony staining and/or repairs, and any other items regulated by the Association's governing documents.

h. Accidents involving personal injury or property damage should be reported to the management as soon as possible.

i. Solicitation, whether by a Unit Owner, Resident or other person, is strictly prohibited.

j. It is the responsibility of the Unit Owners and Residents to see that their guests and their children observe these Rules and Regulations.

13. Clubhouse The Clubhouse shall be used only for business functions of the Association for the Hearthwood Farms Condominium Association.

14. Window Treatments The side of window coverings visible from the exterior must be a solid neutral color. Draperies or other window treatments must be designed for use as window coverings.

END OF TEXT OF ARTICLE V

ARTICLE VI

Pool Rules

Remember this is a family pool! Bathing suits must be appropriate and in “good taste”.

The following rules are established for the benefit and the protection of the residents and their guests. Parents are requested to read and discuss these rules with their children and to encourage them to observe all rules and to obey the instruction of the lifeguard. The pool and its facilities are operated to assure enjoyment and safety to residents and guests. The Association will not be responsible for loss, theft or damage to members' and guests' personal property; however, residents and guests will be responsible for damage to pool property.

THERE WILL BE NO SMOKING IN THE POOL AREA.

The pool is not to be used as a picnic area.

Bathing suits must be clean and worn by everyone using the pool. NO cutoffs, street shorts, halter tops and other clothing which may also be used as street clothing will be permitted in the water. White t-shirts are allowed.

All residents are required to sign in upon entering the pool area and show their pool pass to the attendant on duty. Only permanent residents of Hearthwood Farms may use the pool facilities or bring guests subject to the rules below.

All residents are required to have a current pool registration form on file.

All residents are required to register their guests upon entering the pool area. A unit owner is not permitted to be a guest. Each member will be allowed two (2) guests on weekends and holidays and four (4) guests will be allowed on weekdays, depending on conditions. A guest who violates the rules or behaves objectionably will be asked to leave and will not be allowed to be a guest again until specifically approved by the Management and/or the Board of Directors.

All persons are required to take a shower before being allowed in the pool.

Anyone with lotion on must shower before re-entering the pool.

Bathers who leave the pool area for any reason are required to shower before returning to the pool.

Persons having a skin disease, sore, or inflamed eyes, cold, nasal or ear discharge, or any communicable disease, open sores or bandages of any kind cannot be admitted.

Spitting, spouting water and blowing nose in the pool are strictly prohibited.

Children under fourteen (14) years of age must be accompanied and supervised in the pool area by a member at least eighteen (18) years of age. Proof of age will be required.

TODDLERS AT THE WADING POOL MUST BE ACCOMPANIED BY AN ADULT OR GUARDIAN. POOL ATTENDANTS ARE NOT TO BE BABYSITTERS AT ANY TIME. Children who are not toilet trained will be required to wear tightly fitting rubber/plastic pants, or swim diapers while in the pool. (NO PAMPERS). White t-shirts will be permitted for wearing in the baby pool.

The lifeguard may regulate the conduct of any person in the pool facility and shall have the authority to request any person to leave the pool facility due to infraction of any pool rules and regulations, failure to obey any order of the lifeguard, or due to any conduct which the lifeguard deems objectionable. In the event that any person is required or requested to leave, the lifeguard will file a report with the Management giving the details and circumstances of the offense. An owner can request a review by the Board of any problems or suspensions.

Infraction of any of the pool rules is grounds for immediate expulsion from the pool area for the remainder of the day or season. In the event any person is requested to leave due to violation of existing rules, suspension will be as follows:

FIRST VIOLATION	Remainder of the day
SECOND VIOLATION	Three consecutive days
THIRD VIOLATION	Remainder of the season

Beverages in glass containers will not be permitted. NO FOOD OR ALCOHOLIC BEVERAGES WILL BE ALLOWED IN THE POOL AREA. Only beverages in non-breakable containers will be permitted. Debris is to be deposited in refuse containers. Nothing larger than a 6-pack cooler will be allowed.

No gum chewing will be allowed in the pool area.

All persons with shoulder-length or longer hair are required to wear caps while in the pool, or otherwise secure their hair.

No offensive language is allowed in the pool area; those using it will be asked to leave immediately.

Persons using sun tanning preparations or other greasy substances on their skin must take a shower to remove those substances before entering the pool.

No LOUD radios are allowed to be played.

Under no circumstances will pets be allowed inside the pool facilities.

Safety Rules

1. No diving at any time.
2. All injuries occurring on the premises must be reported immediately to the management/lifeguards.
3. No running in the pool area.
4. Personal conduct in the pool and bathhouse must be such that the safety of self and others is not jeopardized.
5. Roughness, rowdiness, etc. will not be permitted.
6. A person under the influence of alcohol or exhibiting erratic behavior shall not be permitted in the pool area.

The use of kickboards, tubes, water balls and other equipment must be approved by the lifeguard and depending on the size and nature of the crowd and type of equipment may be denied.

These rules are subject to change or modification and such will be mailed and/or posted at the pool for the residents at the earliest possible convenience.

END OF TEXT OF ARTICLE VI

ARTICLE VII

Rules Regarding Pets

1. No animals, other than dogs, cats or other animals reasonably considered to be household pets, shall be raised, bred or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purpose.
2. All pets must be leashed or carried while outdoors or on any Common Elements.
3. No pet may be left unattended at any time.
4. No pet may be leashed to any stationary object, or ground stacked on the Common Area.
5. Pet owners must clean up after their pets immediately. Owners must carry a visual means of removal of pet defecation and show the intent to remove same. Disposal of pet feces must be in a plastic bag and stored in a covered container.
6. If a pet defecates on any Common Elements and the pet owner fails to clean up the area, the pet owner shall be assessed a fine of Fifty and no/100 (\$50.00) Dollars; provided, that this is the first such occurrence. A second occurrence shall cause the pet owner to be fined Seventy-Five and no/100 (\$75.00) Dollars. A resident who submits video evidence of a resident not cleaning up after his/her pet, correctly identifies the culprit either by name or by address, and testifies in a hearing if requested by the accused, shall be awarded \$50 if the accused is found guilty by the Board.
7. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Elements.
8. A Unit Owner is responsible for the actions of pets of anyone residing in or visiting his Unit, and the fines provided for in subparagraph 6 above, as well as costs of repairing any damage caused by a pet, shall be assessed to the Unit Owner responsible as a Common Expense.
9. Any Unit Owner who has been found guilty of more than two (2) violations of the above Rules shall be deemed to be liable for having a pet which causes or creates a nuisance or unreasonable disturbance. Thereafter, the Board, after consideration of the facts and circumstances, may elect to order the Unit Owner to have the pet removed permanently from the Property upon three (3) days written notice to the Unit Owner from the Board or its duly authorized agents.

END OF TEXT OF ARTICLE VII

ARTICLE VIII

Vehicle Regulations

1. Definitions:

a. Permitted Vehicles: Passenger type automobiles having no more than five (5) entry doors, and specifically excluding limousines or hearses whether or not used for personal purposes; or lightweight recreational motor vehicles, excluding campers, provided, however, that lightweight recreational vehicles shall have a "B", "RV" or other passenger license plate, shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand pounds (8,000 lb.), shall have an overall length of less than twenty feet (20 ft.); or motorbikes and motorcycles which are registered and licensed to be ridden on public roads and highways.

b. Non-Permitted Vehicles: All vehicles other than those defined as permitted vehicles; or any vehicles without valid state license plates and appropriate municipal vehicle stickers; or commercial vehicles or any type of kind, including commercial vans and trucks, with or without having commercial advertising on the body thereof. The classification of commercial vehicle shall not apply to a particular type of vehicle where the vehicle make and model is available from the factory outfitted as either a passenger or commercial vehicle, and where the only significant distinguishing difference is a solid panel on the commercial vehicle where windows exist on the passenger vehicle. The vehicle's curb weight must be less than eight thousand (8,000) pounds. The vehicle may not be equipped with any accessories typically used for commercial purposes, it may not display any commercial lettering or advertising, and the vehicle body must be in good condition and repair, free from excessive dents or rust. Said condition shall be at the sole discretion of the Board.

c. Emergency Vehicles: Ambulances and hospital or medical vehicles of any type; or firefighting vehicles of any type; or police protection vehicles of any type, or snow plowing vehicles; or Permitted Vehicles when being utilized for emergency purposes for the health, safety and welfare of the Unit Owners, Residents and other persons on the Property.

d. Abandoned Vehicles: Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; or which has not been used or moved for seven (7) consecutive days or more; or which does not have a current, valid vehicle license plate and/or municipal vehicle sticker; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.

2. General Rules:

a. Vehicles may not be parked, maintained or stored in "No Parking" areas or so as to obstruct passage of other vehicles on the property. All vehicles shall be parked within permitted limits or within the lines or other marked boundaries for such vehicles.

1. Residents shall not park in designated visitor parking spots. Residents parked in visitor spaces may be towed without warning at any time.
2. All Residents **MUST** have a Hearthwood Farms vehicle sticker displayed on all vehicles on Property, including those parked on the driveway or garage. Stickers are to be placed on the lower passenger side of the front windshield. Only permanent residents of Hearthwood Farms shall be issued a sticker. **Vehicles without a valid sticker may be towed without warning.** This includes vehicles parked on the apron/driveway in front of the garage for more than one (1) night. Stickers must be permanently affixed. **Stickers which are taped or partially affixed are not valid and the vehicle may be towed without warning.** Special stickers will be issued for vehicles permitted to park in overflow spaces as outlined in Paragraph 5 below.
3. Overnight guest parking for two or more consecutive nights requires the display of the "Visitor" tag hanging from the review mirror. Visitors must park in designated visitor spaces or on the driveway of the resident he/she is visiting. Vehicles belonging to visitors who are found parked on an overflow space may be towed without warning. Vehicles that are found parked on a visitor space or driveway for two or more consecutive nights without a valid visitor tag will be towed. This includes vehicles which have been moved to a different visitor space.

Homeowners must notify the management company if a visitor will be parking a vehicle more than seven (7) days on the property. Vehicles belonging to visitors, even when displaying a visitor pass, parked on the Property for more than seven (7) days will be issued a 48-hour warning prior to being towed. Vehicles with visitor passes parked overnight ten (10) or more days in a given month and for which notice to management was not given will be treated like a resident vehicle without a sticker.

There will be a \$50 charge to replace a visitor tag. Every additional replacement will cost an additional \$50 over the prior charge. Temporary passes may be picked up at the management office if the resident intends to have more than one overnight guest.

4. All Residents with two (2) or more vehicles must park one vehicle inside the garage and the other on the apron. Additional vehicles can be parked on available overflow spaces, excluding "marked" visitors parking. There shall be a limit to the number of resident stickers issued:
One (1) adult resident – a maximum of two (2) stickers

Two (2) adult residents – a maximum of three (3) stickers
Three (3) or Four (4) + adult residents – a maximum of four (4)

5. Residents with more than 2 vehicles will be issued a special sticker which permits the vehicle to which that sticker is attached to park in an overflow space. A vehicle parked in an overflow space which does not properly display an overflow sticker may be towed without warning.
6. Each vehicle must be registered with the management office and proof of resident ownership must be demonstrated with a copy of the current vehicle registration or title prior to the issuance of a parking sticker. Proof of Hearthwood Farms residency must also be provided in the form of a valid State issued ID. For rented units, Management must have all documents required by Article IX on file in order to issue a parking sticker. New residents will be issued temporary parking passes valid for ninety (90) days to allow time to obtain a State issued ID which lists the Unit as their primary residence. Furthermore, regardless of whether the unit is owner occupied or rented, proof of homeowner insurance as described in Article IV.3 must be provided prior to issuance of parking stickers.
7. An exception to the ownership requirement in Paragraph 6 above will be made so long as the vehicle is currently insured in the resident's name. Resident will need to provide a copy of the vehicle insurance declaration page.

b. All vehicles are restricted to paved surfaces, including the street and parking areas on the property. There shall be no parking on routes of passage across any other portions of the property, including all lawn areas, sidewalks and fire lanes. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to or egress from the driveway or other portion of the property. A vehicle parked in a manner described in this paragraph may be towed without warning.

c. Parking, maintenance or storage of non-permitted vehicles on any portion of the property is expressly prohibited and may be towed without warning. However, commercial vehicles may park in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial service requested by a resident or the Association.

d. When there is an accumulation of two (2) inches or more of snowfall, vehicles should be removed to accommodate snowplowing.

e. Outdoor overnight parking of any recreational vehicle or other non-permitted vehicles is prohibited.

3. **Enforcement:**

a. The provisions set forth herein are intended to supplement, but not to replace the policies and procedures regarding enforcement, which are fully applicable to all violations under these vehicle regulations.

b. Any vehicle parked in such a manner as to violate these rules may be subject to the enforcement procedures set forth herein, including but not limited to, legal action, fines, towing, etc. All costs and expenses will be charged back to the Unit Owner and/or owner of the vehicle.

c. When a vehicle has been abandoned and a notice of violation has been affixed to the vehicle at least seventy-two (72) hours, the vehicle may be towed without notice to the vehicle owner, at the owners' expense.

d. When a vehicle is parked in a manner which presents an immediate danger to the property or the health, safety and welfare of any person thereon, the vehicle, may be towed without notice to the owner. (E.g., blocking fire lanes, parked so as to impair snow removal operations, etc.)

4 **Storage Pods and Roll-Off Dumpsters**

Any resident wishing to have a roll-off dumpster or storage pod delivered to the property must notify the management office in writing at least seven (7) days in advance. The dumpster or pod must be placed on the driveway of the resident and may not interfere with ingress or egress for any residents to/from their garages or the main entryway. The dumpster or pod may not be left on the property for any more than seven (7) days unless prior written approval is granted. Any damage to the property shall be the responsibility of the owner of the unit.

END OF TEXT OF ARTICLE VIII

ARTICLE IX

Rules Related to Leases, Tenants And Non-Resident Unit Owners

1. All Unit Owners who do not reside in a Unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating a Unit Owner who fails to provide such information shall be assessed to that Unit Owner as a Common Expense. Unless otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such Unit Owner caused by any delays in receiving notice resulting therefrom.
2. Each Unit Owner shall be responsible and obligated to provide his or her tenants with copies of the Association's Declaration, By-Laws and Rules and Regulations.
3. The Association shall be given copies of both a signed original lease and riders to every lease of any Unit on the Property within the earlier of ten (10) days after the lease is signed or prior to the occupancy date of said lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the Unit Owner responsible as a Common Expense.

The lease must include the full names of each adult AND each minor resident. The number of occupants in a condominium unit may not exceed the maximum permitted by local ordinance.

All adult occupants or non-owner residents will also provide the following:

- a. Primary unit contact phone number
- b. Employee work phone number
- c. Emergency contact information

Vehicle Information: For each resident parking space (sticker) request, tenant or resident must provide:

- a. Vehicle Year, Manufacturer, Model, Color
- b. License Plate Number
- c. Proof of registration and ownership

4. If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board, in its discretion, shall determine what action or actions should be taken against the Unit Owner or tenant or both, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrants termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

5. All expenses of the Board, in connection with any violations under these Rules and Regulations, shall be assessed to the account of the Unit Owner responsible as a Common Expense.
6. Mandatory Criminal Background Check. Each Owner shall provide the results of a criminal background check on each tenant/occupant 16 years of age and older to the Board of Directors, no less than ten days prior to occupancy of the unit. Owners must submit this document with the Lease. Until submittal, the lease is invalid.
7. Leasing Prohibition of Convicted Persons. Owners may not rent their units to any person or persons who have been convicted of any violent criminal activity; or drug-related criminal activity within the last 10 years if the conviction was for a felony or of the last five (5) years if the conviction was for a misdemeanor. Additionally, owners may not rent their units to any person or persons who have ever been convicted as a sex offender regardless of the date of the conviction.

“Violent Criminal Activity” is defined as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

“Sex Offender” is defined as any individual who is recorded in the registered sexual offender database.

“Drug-related criminal activity” is defined as the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C. 802]).

A VIOLATION OF THE FOREGOING PARAGRAPHS 2 OR 3, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING, MAY RESULT IN A MINIMUM FINE OF **\$100.00**, as well as eviction or any other remedy available under the law to the Association.

A VIOLATION OF THE FOREGOING PARAGRAPHS 6 OR 7, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING, MAY RESULT IN A MINIMUM FINE OF **\$500.00** AND IMMEDIATE EVICTION OF TENANT.

The Board of Directors may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by tenant of any covenants, rules, regulations or bylaws of the Association.

END OF TEXT OF ARTICLE IX

ARTICLE X

Approval and Date Rules and Regulations Become Effective

These comprehensive Rules and Regulations shall be effective immediately upon notice to the Unit Owners which shall be given by mailing or delivery a copy of these Rules and Regulations to the Unit address or to such other address which is on file with the Association.

END OF TEXT OF ARTICLE X

ADOPTED this 20th day of July, 2015.

Bartlett, Illinois.

Being a proper majority of the Board of
Directors of the Hearthwood Farms
Condominium Association