

Oak Brook Colony Condominium Association

RULES and REGULATIONS

Following a hearing held at the November 26, 2012 Board of Managers meeting the following amendments were approved and are now added to the Oak Brook Colony Rules and Regulations:

Section IV.H.5 is amended to read, in its entirety, as follows:

Additions or removal of trees or shrubs, regardless of their condition, shall require written approval of the Board of Directors. The decision will consider any recommendations of the Grounds Committee.

IV.L.7 is amended to read, in its entirety, as follows:

Shredded hardwood mulch only may be used as ground cover in areas planted by Unit Owners.

VI.A.7 is amended to read, in its entirety, as follows:

During or after any snow-fall where there is an accumulation of two (2) inches or more, no vehicle shall be parked, maintained or stored on any area normally used for parking, except driveways, until such a time as the Property has been plowed.

VI.A.8 has been deleted.

III is amended to read, in its entirety, as follows:

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, the By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws and the Rules and Regulations, in that order.

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

As of 9/30/12 any existing non-safety-related non-approved variances shall be "grandfathered".

IV.C.2 is amended to read, in its entirety, as follows:

Any payment of less than the full amount of the entire unpaid balance which is due in any given month, shall cause the Unit Owner to be subject to a Late Charge of fifty dollars (\$50.00) for that month which shall be added to and deemed a part of the Unit Owner's Common Expenses.

IV.Q.6 is amended to read, in its entirety, as follows:

Any Unit Owner who violates these Sign provisions shall be fined fifty dollars (\$50.00) for each day of the

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violation and the sign will be confiscated.

VII.C is amended to read, in its entirety, as follows:

As required by Section 18(i) of the Act, the Association shall provide any Unit Owner, upon ten (10) days notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. In accordance with the statute, the Association may charge a reasonable fee for this service, which is presently set at \$175.00 per request. This amount may be changed from time to time by the Management Company.

VII.B and Appendix B is amended to read, in its entirety, as follows:

As required by Section 22.1 of the Act, the Association shall provide the required information to any Unit Owner who requests it. The information shall be provided only:

1. When requested in writing by the Unit Owner or his or her agents and upon receipt of the Notice of Intent to Sell form as set forth in Exhibit H-1 and a copy of the sale contract to the Managing Agent, and
2. Within thirty (30) days of the request.

VII.C and Appendix B is amended to read, in its entirety, as follows:

As required by Section 18(i) of the Act, the Association shall provide any Unit Owner, upon ten (10) days notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. In accordance with the statute, the Association may charge a reasonable fee for this service, which is presently set at \$175.00 per request. This amount may be changed from time to time by the Management Company.

In the event a request is made which requires this information to be provided in less than the ten (10) day period provided by statute, the Association may charge the Unit Owner an additional fee. The additional fee shall be calculated by taking the difference between ten (10) days and the number of days remaining until the information must be provided and multiplying that figure by ten dollars (\$10.00) per day.

VII.D and Appendix B is amended to read, in its entirety, as follows:

Anytime a Unit within the Association is being sold or otherwise transferred, the prospective owner shall be contacted, either directly or through the present Owner, and requested to supply information essential to the Association's records and efficient functioning. The prospective owner shall be contacted by a letter and shall be required to supply the information requested therein. The new owner shall also supply a photocopy of the deed and mortgage against the Property, so that the Association can maintain an accurate list of title holders and mortgagees.

All information supplied by the prospective owner shall be kept confidential and shall be used for

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Association purposes only.

VII.E has been deleted.

IV.E.5 has been deleted.

VI.A.9 has been deleted.

VI.B has been deleted.

IV.N is amended to read, in its entirety, as follows:

Exterior additions, changes or modifications may be made only with the prior written approval of the Board following investigation by the Architectural Control and Landscape Committees. Written requests must be submitted to the Management Company.

IV.R.1 is amended to read, in its entirety, as follows:

All storm doors must be a style approved by the Board. Contact the Management Company to obtain design specifications.

I.F is amended to read, in its entirety, as follows:

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

I.G is amended to read, in its entirety, as follows:

The Common Elements as defined in Article I of the Association's Declaration. "All portions of the Property except the Units, including limited common elements unless otherwise specified". Also refer to the definition of "property" contained herein.

II.E is amended to read, in its entirety, as follows:

Where a fine is imposed, unless otherwise stated elsewhere, it shall be in the amount of fifty dollars (\$50.00) for single incidents of violation with an additional fine of five dollars (\$5.00) per day for a violation of a continuing nature. The total fine shall continue to accumulate until the violation is

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eliminated.

IV.K.6 is amended to read, in its entirety, as follows:

No containers shall be placed outside for pick-up on the regularly scheduled collection day when a legal holiday occurs on or before the regularly scheduled trash collection day for that week. In these instances, containers will be placed outside for pick-up the next day following the regularly scheduled pick up day.

V.Q.5 is amended to read, in its entirety, as follows:

Any other signs placed upon Association Property not specifically identified above must be approved in writing by the Board before they can be displayed. After approval, all signs displayed upon Association Property must comply with local ordinances.

Appendix B, Sales Package, Exhibit H-1, Page 1: Sentences regarding Revocable Proxy and Right of First Refusal deleted.

Appendix B, Sales Package, Exhibit H-1, Page 2 – Sentence added regarding obtaining copy of Association documents from Management Company.

Appendix B, Sales Package, Exhibit H-3, Page 2 – Deleted sentence regarding references and employment information for purchaser.

Appendix B, Sales Package, Exhibit H-3, Page 3 – Deleted sentence regarding right of first refusal.

Appendix B, Sales Package, Exhibits F, G-1, G2 and I have been deleted.

Appendix B, Lease Package, Exhibit J-1 - Deleted sentence regarding references and employment information for lessee.

Appendix B, Lease Package, Exhibit J-2 - Deleted sentence regarding references and employment information for lessee.
