

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

RULES And REGULATIONS

ADOPTION And DISTRIBUTION

NOTICE

ORIGINAL

September 21, 1992

Dear Neighbor,

The Board of Directors recently adopted the attached revised Rules and Regulations on September 14, 1992. This is the only Rules and Regulations document now valid and the only one you should retain. You are encouraged to discard all prior versions.

I suggest you safeguard this document as you will be required to provide your copy of this document to a future unit occupant. Replacement copies of this entire document may be obtained from EPI, our management company for a fee of about \$10.00.

Please note that most revisions occurred between pages 10 through 34 and now includes information regarding Owner and Association responsibilities. I strongly recommend you familiarize yourself with these areas.

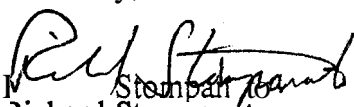
The Appendix sections were created to organize the forms referenced in this document according to topic. You will find all forms referenced in this document are contained in these appendices. You can make copies of any forms needed when you are complying to the procedures outlined in these Rules and Regulations. You may also contact EPI and request a copy of the appropriate appendix for a small fee.

You should also have a Declarations and By-Laws document, it is a different document, DO NOT discard it. I suggest you also safeguard this document as you will be required to provide your copy of this document to a future unit occupant. The current version of the Declarations and By-Laws can be found on Page 10, Section, I, Paragraph A, in the attached Rules and Regulations document. If you desire the current version or cannot locate your copy, contact EPI for a replacement, a fee of \$10.00 will be charged.

In closing, I ask you to remember that by adhering to these Rules and Regulations, they will safeguard our property. Compliance ensures harmony and uniformity in a peaceful surrounding. This results in high quality of life and strong investment protection.

Thank you for giving this matter your attention and for your continued support!

Sincerely,


Richard Stompanato
President

ORIGINAL

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

RULES And REGULATIONS

FINAL VERSION REVISED And REPUBLISHED

ADOPTED September 14,1992

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Revision History:

First Version Adopted	September 7, 1985
First Revision Owner Meeting.	September 10, 1992
Second Version Adopted	September 14, 1992

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RESOLUTION TO **ADOPT** ASSOCIATION RULES

WE, THE UNDERSIGNED, being a proper majority of the Board of Managers of the OAK BROOK COLONY CONDOMINIUM ASSOCIATION ("Association"), at a meeting duly called for such purpose, do hereby consent to the following resolution:

WHEREAS, the Association is governed by provisions of the Illinois General Not-For-Profit Corporation Act, the Illinois Condominium Property Act, the Association's Declaration and its By-Laws; and

WHEREAS,. Article V, Section 1 of the Association's By-Laws (hereafter "By-Laws") provides that the direction and administration of the Property and the affairs of the Association shall be vested in the **Board**; and

WHEREAS, the Board, in accordance with the Illinois Condominium Property Act and with Article V, Section 7 of the Declaration, has the authority to adopt and amend rules and regulations the Board may deem advisable covering the details of the operation, use, maintenance, conservation and the beautification of the Property and for the health, comfort, safety and general welfare of the owners and occupants of the Property; and

WHEREAS, the Board, is adopting comprehensive Rules and Regulations pursuant to authority vested in the Board; and

WHEREAS, the Board has determined that the most effective means for the enforcement of the Declaration, By-Laws and Rules and Regulations of the Association is through establishment of a comprehensive set of Rules and Regulations, including policies and procedures for their enforcement; and

WHEREAS, the Board has determined that it is necessary to provide definitions of the terms which are used herein and that such definitions needed for a proper understanding of these Rules and Regulations; and

WHEREAS, the Board has determined that in order to operate a quality residential community, it is essential to detect and eliminate any violations of the Declaration, By-Laws or the Rules and Regulations of the Association; and

WHEREAS, the Board has determined that policies and procedures for the enforcement of the Declaration, By-Laws and Rules and Regulations of the Association are essential for the orderly functioning and administration of the Property and for the promotion of harmony and cooperation among the Owners and Residents on the Property; and

WHEREAS, the Board, under its rule making authority, wishes to establish rules, regulations, policies and procedures for the enforcement of the Declaration, By-Laws and Rules and Regulations of the Association; and

WHEREAS, each Unit Owner is bound by the provisions of the Declaration, By-Laws and by the Rules and Regulations adopted by the Board; and

WHEREAS, violations of the provisions of the Declaration, By-Laws or Rules and Regulations of the Association may subject the Unit Owner to loss of possession of the Unit, or the appointment of a receiver to take possession of the Unit, or action for injunction to stop the violation, or a judicial sale of the Unit, or such other remedies as may be available to the Board; and

WHEREAS, under Article XI, Section 1 of the Declaration, each unit owner is required to pay the costs and expenses including attorney's fees incurred by the Association as a result of a violation by that Owner of any of the provisions of the Declaration, By-Laws or Rules and Regulations of the Association for which the Owner or any other Occupant of his Unit may be responsible; and

WHEREAS, notwithstanding the provisions contained in the Declaration, By-Laws and Rules and Regulations, certain Unit Owners, or their family, tenants or guests, will violate those provisions from time to time; and

WHEREAS, any violation is ultimately the responsibility of the individual Unit Owner, whether the violation was committed by the Unit Owner or the Unit Owner's family, tenants or guests; and

WHEREAS, any violations which occur are not permitted and may create a potential danger or threat to the health, safety and general welfare of the Unit Owners, other Residents on the Property, the Association, or to real or personal property on the Property; and

WHEREAS, the Board has determined that it must take action whenever violations occur in order to prevent or eliminate further violations by the violator and to deter other Owners or Residents on the Property from committing violations themselves; and

WHEREAS, the Board has determined that the time and effort necessary to identify, contact and communicate with those Owners, Residents, or their guests who violate the Declaration, By-Laws, or Rules and Regulations of the Association, or who are responsible for such violations, involves certain expenses which are attributable to the enforcement process, and that such expenses should be paid by the Unit Owners responsible for such violations, such that the Board should establish fines, plus any out-of-pocket costs and expenses incurred by the Association, which should be paid by the Owners responsible for the violations in order to pay for the expenses resulting from the violation and from the enforcement process and to deter further violations; and

WHEREAS, any action taken by the Board to eliminate violations is costly to the Association in administrative time, in use of facilities, and for various expenses incurred by the Association, including, but not limited to attorney's fees, typing, stationery and postage, each of which justifies the assessment of a fine against the Unit Owners responsible for such violations; and

WHEREAS, in light of provisions in the Declaration and the non-profit nature of the Association, it is necessary and proper for the economic welfare of the Association that a defaulting Unit Owner be charged for a violation in the form of fines plus costs and other expenses incurred, and that the fines plus costs and other expenses be charged to the account of that Unit Owner and be collectible in the same manner as periodic or special assessments; and

WHEREAS, Unit Owners responsible for violations are, and, in fairness to other Unit Owners, should be liable for the expenses incurred as a result of any violations caused by them, their families, guests and tenants; and

WHEREAS, Section 18.4 of the Illinois Condominium Property Act allows the Board the right to levy reasonable fines against Unit Owners who violate the Declaration, By-Laws or Rules and Regulations of the Association following notice to the alleged violator and an opportunity for a hearing; and

WHEREAS, the Board is required to provide notice and an opportunity for a hearing to each Unit Owner on the issue of whether a violation has occurred; and

WHEREAS, the Board has determined that a hearing will be conducted, if requested, to determine whether a violation has occurred in the event a violation has been alleged; and

WHEREAS, the Board, or a Panel of Inquiry selected by the Board, will make a determination as to whether a violation has occurred following a hearing at which all parties involved have an opportunity to present evidence on the issue of whether such a violation has occurred, provided that the Unit Owner charged has requested a hearing, or, if no hearing is requested, the Board will determine that a violation has occurred by the default of the Unit Owner charged; and

WHEREAS, the Board has determined that, in any such hearing, the Board, or the Panel of Inquiry appointed by the Board, should excuse from its membership for that hearing, any person who will present evidence at the hearing; and

WHEREAS, if a Unit Owner is found to have committed a first violation, the Board will issue a finding that a first violation has been committed, and the Board may elect either to waive or to assess the fine established by the Board, but that if out-of-pocket expenses have been incurred by the Association, or if actual damage has been caused, the Unit Owner may be assessed for the Association's expenses, and the Association may either charge for the costs of repairing the damage or may order the Unit Owner to repair the damage; and

WHEREAS, upon a second or continuing violation, the Board has determined that the fine established by the Board will be imposed on the Unit Owner responsible for the violations, and, if actual damage has been caused, the Unit Owner will be assessed for the Association's expenses and for the costs of correcting any violation; and

WHEREAS, the Board, pursuant to its vested authority, wishes to establish rules, regulations and policies to deal with the prevention of problems which might result from changes in the exterior appearance of the Units and the overall appearance of the Property in order to present and maintain an appearance in harmony with the uniform plan under which the Association was developed; and

WHEREAS, various portions of the Declaration and By-Laws establish limitations or restrictions on the use of the Units and other portions of the Property by the Unit Owners; and

WHEREAS, Article VII, Section (e) of the Declaration - provides that "Owners shall not cause or permit anything to be placed on the outside walls of the buildings and no sign, awning, canopy, shutter or radio antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior written consent of the Board", and that "no television antenna shall be affixed to or placed upon the exterior walls or roof or any other part of the Common Elements without the prior written consent of the Board;" and

WHEREAS, Article VII, Section (h) of the Declaration - provides that "nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings, except as is otherwise provided herein;" and

WHEREAS, Article VII, Section (i) of the Declaration - provides that "no clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements", and that "the Common Elements shall be kept free and clear of rubbish, debris and other unsightly material;" and

WHEREAS, Article VII, Section (k) of the Declaration - provides that "no "For Sale" or "For Rent" signs, advertising or other display shall be maintained or permitted on any part of the Property except at such location and in such form as shall be determined by the Board;" and

WHEREAS, the Association wishes to establish rules to regulate leafleting in order to prevent an unnecessary accumulation of paper and trash on the Property; and

WHEREAS, it is important for all rubbish, trash and garbage to be regularly removed from the Property and not to be allowed to accumulate thereon; and

WHEREAS, the accumulation of trash, rubbish and disposable literature on the Property creates a hazard and hinders the operation of the Association; and

WHEREAS, the Association **seeks** to protect the **Property** rights of the Unit Owners by not having undue amounts of litter abandoned on the Property; and

WHEREAS, the Association is aware of the fact that the right to **free** press and free speech are fundamental to our system of government and are to be encouraged; and

WHEREAS, the Association does not wish to in any way hamper the freedom of speech and press through any rules which may be **used** to control leafleting on the Property; and

WHEREAS, the Association must know who is distributing any literature in order to insure that the persons responsible therefor **are also** responsible for removal of any such literature which is disposed of on the Property; and

WHEREAS, the Board, pursuant to its vested authority, wishes to establish rules, regulations and policies to deal with the prevention of problems which might result from pets; and

WHEREAS, the Board, in accordance with Article VII, Section (f) of the Declaration has authority to adopt rules and regulations regarding pets, and in particular, has the power permanently to remove any pet causing or creating a nuisance or unreasonable disturbance upon at least three (3) days written notice from the **Board**; and

WHEREAS, the Board, pursuant to its vested authority, wishes to establish rules, regulations, and policies to deal with the prevention of problems which might otherwise occur in Units which are occupied **by** tenants or from Unit Owners who do not reside on the property; and

WHEREAS, the Board has determined that a number of Units within the Association are likely to be or have already been leased by Unit Owners to tenants; and

WHEREAS, it is important for each tenant to be aware that all tenants, their families and their guests are subject in every respect to the Declaration, By-Laws and Rules and Regulations of the Association; and

WHEREAS, it is important for Unit Owners to supply their tenants with copies of the Declaration, By-Laws and Rules and Regulations of the Association so that each tenant is aware of the provisions contained therein; and

WHEREAS, the Board has determined that each Unit Owner and the Unit Owner's tenants must be aware of the contractual obligation imposed by the Declaration and By-Laws which are recorded against the **Property**; and

WHEREAS, its is essential that the Board adopt certain rules regarding leases, tenants and non-resident Unit Owners in order to preserve, maintain and protect the Property as a whole and to insure the health, comfort and general welfare of the other Owners and Residents of the Property; and

WHEREAS, the Board wishes to adopt rules, regulations and procedures to be used any time the ownership of a Unit within the Association is transferred; and

WHEREAS, the Board has found that it is essential for the Board to have certain information in order to perform its duties under the Declaration, By-Laws and Rules and Regulations of the Association; and

WHEREAS, the Board must maintain a list of all Unit Owners, their Unit numbers and their place of residence in order to send notices, newsletters and assessment billings and to prepare membership lists for membership meetings and for other proper purposes; and

WHEREAS, the Board must know the mortgagees of each Unit for the purposes of providing certificates of insurance and sending notices pursuant to the Declaration and By-Laws; and

WHEREAS, it is important for the Board to have information concerning Unit Owner's employers, addresses and work phones so that Owners may be contacted when they are not at home; and

WHEREAS, it is important for the Board to have information concerning employment and other financial information in order to insure the Association's fiscal integrity and to protect Association assets in furtherance of its duties under the Declaration and By-Laws of the Association; and

WHEREAS, it is important for the Board to have information concerning the number of persons living in each Unit, the type and description of any pets kept on the premises and the type and description of any vehicles owned in order to aid in the enforcement of provisions set forth in the Declaration, By-Laws and Rules and Regulations of the Association; and

WHEREAS, it is important for the Board to obtain and supply information in a uniform manner anytime the ownership of a unit within the Association is transferred; and -

WHEREAS, it is important for the Board to obtain proxies from Unit Owners wherever possible in order to insure that there will be a quorum at meetings of the Association; and

WHEREAS, the Board has determined that the best manner for obtaining the necessary information and for achieving the Board's objectives is through adoption of a uniform set of procedures to be used anytime the ownership of a Unit within the Association is transferred; and

WHEREAS, the Board, pursuant to its vested authority, wishes to establish rules, regulations and policies to deal with the prevention of problems which might result from the parking, maintenance, storage and movement of vehicles on the Property; and

WHEREAS, the Board has determined that ingress to and egress from the respective Units and the Property is necessary to provide access and mobility to fire, police, ambulance, hospital, and other persons in an emergency; and

WHEREAS, the Board has determined that ingress to and egress from the respective Units and the Property is necessary to provide generally for the protection, health, safety, comfort and welfare of the respective families residing thereon, their respective guests, household help and other authorized individuals and for the residents of the Property as a whole; and

WHEREAS, the Board has determined that certain parking, maintenance and storage of vehicles of any type or kind, on certain portions of the Property can interfere with ingress to and egress from the respective Units and the Property by the above parties; and

WHEREAS, the Board has determined that certain parking, maintenance and storage of vehicles of any kind, on certain portions of the Property, *can* interfere with ingress to and egress from the respective Units and the Property which may impede access and mobility for fire, police, ambulance, hospital, and other persons in any emergency; and

WHEREAS, the Board has determined that certain parking, maintenance and storage of vehicles of any kind on certain portions of the Property can interfere with ingress to and egress from the respective Units and the Property which may jeopardize the protection, health, safety, comfort and welfare of the respective families residing therein, their respective guests, household help and other authorized individuals and to the Residents generally; and

WHEREAS, the Board has determined that abandonment of vehicles by anyone on any portion of the Property interferes with the rights of the Owners and Residents generally and may interfere with ingress to and egress from the respective units and the Property in an emergency in addition to having a negative affect on the health, safety, and welfare of the Residents as a whole by creating unsightly and potentially dangerous conditions; and

WHEREAS, the Board has determined that improper parking, maintenance and storage of vehicles of any kind on any portion of the Property interferes with maintenance of the Property in many ways, including but not limited to interfering with snow removal, street cleaning, mail delivery, trash removal, landscaping and street, driveway and sidewalk repairing; and

WHEREAS, the Board has determined that the above noted interference with maintenance of the Property and the increased degradation of an deterioration of the Property add additional burdens to the costs of maintenance and repairs by the Association, which may not be specifically determinable, not to mention the burden of any actual costs and expenses incurred, which should be paid by the Unit Owners responsible for such interference, deterioration or degradation; and

WHEREAS, the Board, pursuant to its vested authority and responsibility, will from time to time require access to the Units for the purpose of inspecting and or repairing common element items such as roofs and smoke/fire detection equipment to ensure proper operation and maintain proper safety procedures; and

WHEREAS, the Board, pursuant to its vested authority and responsibility, will from time to time require immediate Fire Department access to the Units for the purpose of responding to an Alarm activation to ensure no Unit or adjoining Units are in danger of fire ; and

WHEREAS, the Board, pursuant to its vested authority, wishes to deal with all of the above noted determinations by establishing a comprehensive set of Rules and Regulations;

NOW THEREFORE, in furtherance of the above stated determinations, objectives and goals, the Board, by resolution, does hereby adopt the following comprehensive Rules and Regulations and procedures for the enforcement thereof:

I. DEFINITIONS

In the event a term is used in the Rules 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 within 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.

- A. Declaration - The Declaration of Condominium Ownership for Oak Brook Colony Condominium Association which was recorded in the Office of the Recorder of Deeds of DuPage County, Illinois on August 30, 1978, as Document No. R78-82431 and as amended from time to time thereafter. The fifth and last amendment of record was recorded as Document No. R79-82874 on September 13, 1979.
- B. By-Laws - The By-Laws of Oak Brook Colony Condominium Association, and as amended from time to time thereafter.
- C. Act - The Illinois Condominium Property Act, as amended from time to time.
- D. Association - Oak Brook Colony Condominium Association, an Illinois not-for-profit corporation and a condominium organized pursuant to the Illinois Condominium Property Act.
- E. Board - The Board of Managers of the Association.
- F. Rules or Rules and Regulations - The Rules and Regulations of the Association, as adopted pursuant to the powers available to be Association and the Board.
- G. Common Property - The Common Area 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.
- H. Unit - A portion of the Property which is owned exclusively by a Unit Owner.
- I. Owner or Unit Owner - The owner or owners of a Unit, as revealed by the public records, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the Owner is a trust, the beneficial owner 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.
- J. Member or Member of the Association - A Unit Owner,

- K.** Resident - **Any** person who resides on the Property, including families of Unit Owners and tenants of Unit Owners and including a Unit Owner if the context so indicates.
- L.** 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 or expenses or assessments which are levied pursuant to the Declaration, By-Laws or the Rules and Regulations.
- M.** Managing Agent or Manager - The person or entity, if any, which has been employed by the Association to manage the day-today administration of the Property in the manner directed by the Board.
- N.** Permitted Vehicles - Passenger-type automobiles in a fully driveable and operable condition having no more than four 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.), shall have an overall width of less than seven feet **(7 ft.)**, shall be capable of being driven into a Unit's garage and stored in a Unit's garage with the garage door closed and shall be of a design, which does not impede entry and exit from a Unit when parked on a Unit's driveway; or motorbikes and motorcycles, provided that each of the foregoing **is** registered and licensed to be ridden on public roads and highways.
- O.** Emergency Vehicles - Ambulances and hospital or medical vehicles of any type; or fire fighting vehicles of any type; or police protection vehicles of any type; or snow plowing vehicles; or Permitted Vehicles, provided that each of the foregoing is being utilized for emergency purposes for the health, safety and welfare of the Unit Owners, Residents and other persons on the Property.
- P.** Non-Permitted Vehicles - All vehicles other than those defined above as Permitted Vehicles or Emergency Vehicles; or any vehicles without valid state license plates and appropriate municipal vehicle stickers, if required; or commercial vehicles of any **type** or kind, including commercial vans having commercial advertising on the body thereof.
- Q.** Abandoned Vehicle - 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 at least seven **(7)** consecutive days; or which does not have a current, valid vehicle license plate and municipal vehicle sticker, if required; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.

- R. Limited Common Elements - The portion of the Common Elements designated in the Association's Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units including any courtyard, entrance and exit stairs, terrace, driveway, balcony or patio adjoining the Unit.

The Limited Common Area as described in Article IV (d) of the Association's Declaration:

"A valid exclusive easement is hereby declared and established for the benefit of each Unit and its Owner, consisting of the right to use and occupy any courtyard, entrance and exit stairs, terrace, driveway, balcony or patio adjoining the Unit and such shall be considered Limited Common elements; provided however that no Owner shall decorate, fence, enclose, landscape, adorn or alter such limited common element in any manner unless he shall first obtain the written consent of the Board of Managers, except if consistent with rules or regulations established by the Board as hereinafter provided."

- S. Property - The land that surrounds the Association which includes land the Association maintains due to easement agreements with neighboring associations or local municipalities. This includes all retention ponds, land west of Fairfield where the Association maintains a landscaped entrance gate wall and utility light poles and sprinkler system, land immediately north of 31st street where the Association maintains a sprinkler system, a landscaped entrance gate wall and other landscaping and land west of Gingerbrook Court where the Association shares the expense of the first 200 feet of roadway with the Gingerbrook association.
- T. Knox **Box** - A tamper-proof box affixed to each building which should contain entrance keys for each Unit for Fire Department use during a response to an Alarm activation. The Fire Department has exclusive access to these Knox Boxes.

II. POLICIES AND PROCEDURES **REGARDING** ENFORCEMENT

- A. 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:

1. The name, address and phone number of the complaining witness.
2. The Unit Owner's name, Unit number or address of the Unit where the person or Resident complained of resides.
3. The specific details or description of the violation, including the date, time and location where the violation **occurred**.
4. 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.
5. The signature and address of the complaining witness and the date on which the complaint is made.

The Association recommends that photographs or tape recordings be taken, if possible, to illustrate the nature of the violation. Any such photographs or tapes should be sent with the Witness Statement or forwarded as soon as possible. The name of the person who took the photograph or made the tape and the date on which it was taken or made should be included.

- B. When a complaint is made pursuant to the above, the Unit Owner shall be notified of the alleged violation by the Association or its duly authorized agents. The notification shall be in a manner **prescribed** by the Board in a form similar to that which is attached hereto as Exhibit B (hereafter "Notice of Violation").

In the event the alleged violation is not the first violation by the Unit Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Unit **Owner's** account, if the Unit Owner is found guilty of the violation.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws or Rules and Regulations of the Association.

- C. If any Unit Owner charged with violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Unit Owner must proceed as follows:
1. Within fourteen **(14)** days after the Notice of Violation has been served on the Unit Owner pursuant to the provisions herein, the Unit Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the Request for a Hearing form, which is attached to the Notice of Violation, and by returning it to the Association.
 2. If a request for a hearing is filed, a hearing on the complaint shall be held before a panel (hereafter "Panel of Inquiry") composed of Board members or a committee of three **(3)** Unit Owners in good standing duly appointed by the Board to hear the complaint. The Panel of Inquiry shall not include any persons presenting evidence in the hearing. The hearing shall be conducted no later than six **(6)** weeks after delivery of the written request.
 3. At any such hearing, the Panel of Inquiry shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Panel of Inquiry shall issue its determination regarding the alleged violation. The decision of the Panel of Inquiry shall be made by majority vote. This decision may be appealed to the Board of Managers whose decision shall be final and binding on the Unit Owners and the Association.
 4. Payment of any violations assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel of Inquiry has completed its determination. Notification of the Panel of Inquiry's determination shall be made in a form similar to that which is attached hereto as Exhibit C.
- D. If no request for a hearing is filed within fourteen **(14)** days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Unit Owner shall be notified by the Association of any such determination using the same form and in the same manner **as** if a hearing had been conducted by a Panel of Inquiry.

- E. If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws or Rules and Regulations of the Association, the following shall occur:
1. If found to be guilty of a first violation of a given provision of the Declaration, By-Laws or Rules, the Unit Owner shall be notified of the finding by the Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine, after considering factors, including but not limited to, the length of time the violator has owned a Unit or resided on the property, whether the violation was committed by the Unit Owner, and if not, the extent of control the Unit Owner had or should have had over the violator's conduct, the familiarity of the violator with the regulation, the severity of the violation and other appropriate factors. In addition, any legal expenses incurred by the Association or any actual damages repaired at the Association's expense may be imposed.
 2. If found to be guilty of a second or continuing violation of the same provision of the Declaration, By-Laws or Rules, the Unit Owner shall be notified of the finding by the Association or its duly authorized agents. The Unit Owner shall also be assessed a fine.
 3. Where a fine is imposed, unless otherwise stated elsewhere, it shall be in the amount of twenty five dollars (\$25.00) for single incidents of violation or the sum of five dollars (\$5.00) per day for a violation of the continuing nature. **A FINE FOR A VIOLATION OF A CONTINUING NATURE SHALL BE DEEMED A SINGLE INCIDENT WITH A FINE IMPOSED EACH DAY THE VIOLATION HAS NOT BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.**
 4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Unit Owner to correct any damage or any unauthorized condition on the Property for which the Unit Owner has been found responsible, to pay the costs of any repairs which have previously been made, or to pay any legal expenses and costs incurred by the Association as a result of the violation. Such corrections are subject to the approval of the Board of Managers or its duly authorized agents.
 5. In the event any violation has resulted in damaged to any Common Property, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the Property, the Unit Owner will be given two (2) Notices of Violation to correct the damage or architectural violation, If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made on the second 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.

- F.** Any Unit Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Unit Owner's account, shall become a special assessment against the Unit and shall be collectible **as** a Common Expense in the same manner as any regular or special assessment against the Unit.
- G.** Time is of the essence of this policy, Notices are deemed served either:
1. By personal delivery at the time of delivery; or
 2. By mail following three (3) days after deposit in the United States Mail, provided that the notice has been sent both by regular first class and by certified mail - return receipt requested, 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, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned **to** the Association undelivered. For Units held in trust, the notices may be sent either to the address **of** the trustee, or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust; or
 3. By placement or attachment to a vehicle in the case of a vehicle violation.
- H.** The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

III. GENERAL RULES, REGULATIONS And **RESPONSIBILITIES**

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.

A. Association Responsibilities

1. Infrastructure And Common Area Maintenance Includes:
 - a. Sewer Lines external to the Units.
 - b. Water Lines external to the Units and on outside walls beyond drywall.
 - c. Streets, Curbs and Gutters.
 - d. Street Lighting including External Building mounted Fixtures.
 - e. Storm water Retention Basins.
 - f. All Turf areas, Trees and Landscape Plantings in common areas.
 - g. Street Signs and Post Mounted Unit Mail Boxes.
 - h. Side Walks, Outside Entry and Exit Stairs and ORIGINAL Builder installed Standard Concrete Rear Patios.
 - i. Smoke and Fire Alarm System in each Building, Unit and throughout the Association.
2. External Building Maintenance as Required Including:
 - a. Painting and Caulking Wooden Trim, including Garage Doors approximately every three years or as required.
 - b. Wood Siding Repairs as required.
 - c. Roof Repairs as required including Flashings.
 - d. Chimney, Chimney Chase and Outside Roof Vent repairs ABOVE the Roof line, excluding any Owner installed (which requires Board Approval) items.
 - e. Brick Tuckpointing.
 - f. Rain Gutters and Downspouts.
3. To Provide the Following Services:
 - a. Liability Insurance on Common Property and also Comprehensive Fire Coverage on ALL BUILDING Structures.
 - b. Snow Removal upon 2" accumulation or drifting from Streets and Driveways Only.

3. To Provide the Following Services: (continued)
 - c. Fire and Smoke Alarm Equipment Maintenance and central watch and Monitoring service.
 - d. Vermin and Pest Control, limited to Animal and Rodent problems and External Wasp Nests.
 - e. Weekly Refuse and curbside pick up and disposal of typical household trash items. This service excludes any household appliances, carpeting or other building materials or appliances, Owners must make other arrangements to dispose of these items.

. B. UNIT OWNER Responsibilities

1. All Interior Maintenance including but not limited to:
 - a. Plumbing Problems within the Unit, within the drywall living areas, including Outside Faucets in the Rear and in Garages.
 - b. Sewer Problems within the Unit.
 - c. Basement Leakage or Flooding from foundation footing drain tile, sunken patio drainage or sump pump failure.
 - d. Electrical Problems with all metered circuits within the Units.
 - e. Heating and Air Conditioning Systems.
 - f. Exhaust and Ventilation systems.
 - g. Television or Radio Antennas and Cable service connections.
 - h. Sump Pumps and External discharge.
 - i. Vermin and Pest control including Wasps, Ants, Spiders, Termites, Roaches, Mice, and other insects.
 - j. All Painting within the Units.
 - k. Cost to relocate or repair abused Fire/Smoke Alarm detectors
2. Certain Exterior Maintenance Including:
 - a. Outside Entry Doors including Glass, Frames and Weather **Seals**.
 - b. Outside Windows including Glass, Sash, Frames and Weather **Seals**.
 - c. Garage Door, including Panels, All Mounting, Opening and Locking Hardware, Weather Stripping and Automatic Door Openers.
 - d. Removal/Clearing of Snow from Walks, Entries, Landings, Stairs.
 - e. Maintenance and Weeding all Flower Beds and other Plantings done by the Unit Owner or Resident.
 - f. Maintaining all Owner Installed Items and Options such as but not limited to **Optional End Unit Side Patios and Retaining Walls, Rear Patio Additions, Window Well Covers, Gas Grills, Storm Doors, Rear and Side Patio Lights and Fixtures, Etc..**
 - g. Keeping the Area Surrounding the Unit free from Trash, Papers and other Debris, Etc.
3. Insurance on Internal Unit Improvements, Decorating, Furniture, Personal Items as well as Owner Liability Coverage is the responsibility of the Unit Owner and/or Occupant.
4. Allowing access to' their Unit for the inspection and repair of common element equipment upon reasonable notice. Allowing access for the Fire Department upon reasonable notice or an emergency. Any expense incurred to gain access to a Unit is a Unit Owner expense.

IV. RULES REGARDING THE USE, ADMINISTRATION AND APPEARANCE OF THE PROPERTY

A. Alterations

1. No alterations of any kind may be made to the exterior portions of any building, including roofs, siding, patios and the like without prior written consent of the Board.

B. Antennas

1. No antennas of any kind may be attached or mounted to any portion of the Property unless it is done within the Owner's Unit or indoors in an **area** which serves only the Owner's Unit.

C. Assessments and Collections

1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the fifteenth (15th) day of each month. Any payment of the foregoing which is received after the fifteenth (15th) 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.
2. 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 twenty five dollars (\$25.00) for that month which shall be added to and deemed a part of the Unit Owner's Common Expenses.
3. Under appropriate circumstances, the Board shall have the authority to credit back any late charges which may have been added to a Unit Owner's account.
4. Unit Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Unit Owners shall pay all legal fees and costs incurred by the Association in interpreting or enforcing the provisions of these Rules and Regulations.

C1. Unit access

1. Upon prior written notice, a Unit Owner or Resident shall make provisions to allow access to their Unit(s) during normal business hours to allow for the inspection and repair of fire alarm equipment.
2. A Unit Owner or Resident shall provide the Fire Department keys for their Unit for placement in the Knox Box. Failure to do so may result in damage to entrance doors or windows. Any damage or costs resulting from the lack of access and resultant forced entry will be the responsibility of the Unit Owner or Unit Occupant.

D. Awnings or Sunroofs

1. No awning, sunroof, canopy, trellis, shutter or air conditioner unit shall be affixed to, placed in, through or on any exterior wall, door, window or roof or any part thereof without prior written consent of the Board.

E. Balconies & Patios

1. Unit Owners shall keep balconies and patios clean, orderly and free from clutter.
2. Balconies and patios may not be decorated, enclosed, altered or the appearance changed in any way without the prior written consent of the Board.
3. Balconies and patios may not be used for storage, other than for seasonal storage of barbecue grills, lawn chairs and other items usually associated with patios and balconies. Up to one (1) neatly stacked face cord of fireplace wood is permitted on patios.
4. Clothing, sheets, blankets, laundry and similar objects shall not be hung out or exposed on balconies patios, gutters or trellises.
5. Balconies and patios must not be used as pet runs.

F. Bicycles

1. Bicycles may be stored only in garages.
2. Bicycles may be ridden on paved roadways only.
3. Unlicensed vehicles and vehicles not intended for use on public roads are not permitted on the property.

G. Board Meetings and Association Records

1. Board meetings are open to all Unit Owners, who are encouraged to attend. 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. Please refer to the Owner Directory for information regarding the regularly scheduled monthly Board meeting date and time.
2. 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 advance notice is provided to the Association.

H. Common Property

1. Storage of any kind is expressly prohibited on or in any Common Property unless the **area** is expressly designated for such purposes.
2. All toys, recreation equipment, bicycles, pools, furniture and the like must be removed from Common Property by sunset.
3. Any games or other activity which creates a nuisance, damages any Common Property, or disrupts the peace is prohibited on or in any portion of the Common Property.
4. Unit Owners may not enclose any portion of the Common Property with a fence or other boundary.
5. Any trees, shrubs, or plantings including groundcover to be installed on the Property must be approved by the Board, unless otherwise authorized herein.
6. Unit Owners are responsible for keeping lawn areas immediately surrounding their respective Units clean and free from debris.
7. Barbecuing on Common and Sodded **areas** is prohibited.
8. No exterior cables, wires, vents, or other devices **of** any type other than Builder or Association installed are allowed on the roofs or buildings.

I. Damage to Common Property

1. Any property which is damaged by the conduct of a Unit Owner or by the Owner's family, tenants or guests will be repaired by the Association and specially assessed to the Owner responsible, or, at the Board's option, may be repaired by the Owner at the Owner's expense. Any determination of whether or not the Owner is responsible is subject to Paragraph E (5) of the Policies and Procedures regarding Enforcement contained in these Rules and Regulations.

J. Garages

1. Except when entering and exiting the garages, garage doors must be kept closed both to present an attractive appearance to the Property, and, during cold weather, to prevent water pipes from freezing.
2. No exterior alterations may be made to garage doors.
3. Car engines must not be left running in garages.
4. Major car repairs' or repairs which cause any **type** of nuisance, fire hazard, or annoyance to neighbors are **prohibited**. Any work or activity producing noise in garages is prohibited after 10:00 p.m.

J. Garages (continued)

5. Barbecuing in garages is prohibited,
6. 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 repair or maintenance of vehicles. Gasoline and other solvents in excessive amounts create harmful and offensive fumes which permeate nearby Units and may also create a danger of fire or explosion. If a Unit Owner stores anything in a garage which may harm other Units, it shall be removed upon notification by the Board. Nothing shall be done or stored in a garage which causes harmful or offensive fumes to enter an adjacent Unit.

K. Garbage and Trash

1. All garbage must be placed in sealed containers or sealed plastic bags so that it cannot be windblown.
2. Containers or bags shall not be placed outside for collection any earlier than 6:00 p.m. of the night prior to pick up, and containers must be retrieved by the Owner or Resident on the day of the pick up.
3. Garbage containers must not obstruct mailboxes or walkways.
4. Any litter remaining on the ground after garbage pick up should be removed by Unit Owner responsible.
5. Garbage containers must be kept indoors at all times other than for pick up.
6. No containers shall be placed outside for pick-up when a legal holiday occurs on that regularly scheduled trash collection day. In these instances, containers will be placed outside the next day following the legal holiday.

L. Landscaping

1. Flowers not exceeding two feet (2 ft.) in height are the only type of landscaping which Residents may plant without obtaining written permission of the Board. Flower beds or gardens shall be limited to original non-sodded areas. All other planting such as climbing vines, bushes, shrubbery or trees including any groundcover will be subject to approval by the Board. A drawing of any requested modification must be submitted to the Board as a pre-condition to the Board's consideration of the request.
2. Vegetable or fruit plants are not permitted.
3. Unit Owner shall be responsible for the care and maintenance of any flower beds they plant.

4. Any flower beds must be planted in such a way ~~so~~ as not to interfere with the functions of any maintenance equipment used for the grass or Common Property.
5. Any sod or other property including groundcover damaged by the neglect or abuse of any person or pet on the Property shall be replaced at the expense of the Unit Owner who is responsible.
6. Planters are permitted, but must be of a size and style compatible with our architectural building designs. Planters must be placed on concrete, stone, brick or paved surfaces only. In no case are planters allowed on sodded areas.
7. Bark Chips only may be used as ground cover in areas planted by Unit Owners.
8. No stones or non-Board approved groundcover are allowed. Any non-approved installations after August 31, 1992 are subject to removal at the expense of the Unit Owner. Prior installations may be restored at the expense of the Association.
9. **To** maintain uniformity throughout the community, no artificial edging such as brick, stones, cedar, plastic, etc. will be permitted on the common areas without written approval from the Board. Any non-approved installations after August 31, 1992 are subject to removal at the expense of the Unit Owner. Prior installations may be removed at the expense of the Association.

M. Leafleting

1. Any person seeking to distribute literature on the Property, other than in the United States Mail, shall 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 person sponsoring or distributing the publication. No other information shall be required for the distribution.
2. 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 attorney's fees or administrative time that may be necessary to insure proper enforcement of these provisions.

N. Architectural Changes and Maintenance Requests

1. Exterior additions, changes or modifications may be made only with the prior written approval of Board following investigation by the Architectural Control and Landscape Committees. Written requests must be submitted to management or to a Board member **as a** pre-condition of Board consideration for approval.

O. Seasonal Decorations

1. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.
2. **No** freestanding outdoor decorations are permitted without prior Board approval. A written plan must be submitted to the Board of Managers sixty (60) days prior to the holiday. The Board will give the homeowner a written authorization or limitation of the plan submitted. Any damage caused by the hanging of decorations shall be repaired by the Unit Owner responsible or the cost of repair will be charged to the Unit Owner by the Association.
3. No decorations which create a **safety** hazard will be permitted.

P. security

1. If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.

Q. Signs and Advertisements

1. Advertising signs for business or commercial activities are expressly prohibited everywhere on or near the Property.
2. Directional signs for open houses and related events shall not be posted any earlier than 12:00 noon and must be removed no later than 5:00 p.m. on Saturday and Sunday. During the weekdays, Monday through Friday, the hours allowed for display start at 9:00 a.m. until no later than 1:00 p.m..
3. Signs shall not be attached to the exteriors of any building or displayed in any windows.
4. No "For Sale" or "For **Lease**" or "For Rent" signs are allowed on or near Association property. The placing of signs near Association property must conform to local ordinances.
5. Any other signs placed upon Association property not specifically identified above must be approved in writing by the Board before it can be displayed. After approval all signs displayed upon Association property must comply with local ordinances.
6. Any unit owner who violates these Sign provisions shall be fined \$25.00 for each day of the violation and the sign will be confiscated.

R. Storm Doors

1. All- storm - doors must be a style approved by the Board. Contact a Board member to obtain design specifications.
2. Storm doors must be maintained in good repair by the Unit Owner. Once a storm door is installed, maintenance of the storm door becomes the responsibility of the Unit Owner.

S. Miscellaneous

1. No fencing of any type shall be constructed, erected, or placed upon any limited common or common area.
2. The **Common** lawn and landscaped areas are for the enjoyment of **all** residents and are not to be used for any activity which may be destructive, dangerous or injurious to plantings or may create a nuisance or disturbance to other residents. No practicing golf, tennis, baseball, soccer, football, frisbee, basketball, walking pets or any use which may be destructive or injurious to plantings or cause disturbance to other residents is allowed. **A** second notice to unit owner/unit occupant of a repeated violation shall be conclusively deemed a "nuisance" and subject to fine/action for abatement of injunctive relief as deemed necessary by the Board of Managers.
3. No excessive noise such as but not limited **to** loud radios, televisions, or other music reproducing system is permitted at a sound level which is disturbing or annoying to other residents, especially after 10:00 p.m. and before 8:00 a.m.. daily.
4. Window coverings which are visible from the exterior **areas** shall be a light neutral color such as white, eggshell, ivory or beige to maintain the attractive uniformity and appearance of the Units from the outside.

V. RULES REGARDING PETS

- A. 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.
- B. All pets must be leashed while outdoors or on any Common Property.
- C. No pet may be left unattended at any time.
- D. Pet owners must clean up and remove all pet waste immediately. This applies even if an accident occurs on Common Property.
- E. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Property or the property of any other Resident.
- F. A Unit Owner is responsible for the actions of pets of anyone residing in or visiting his Unit, and the costs of repairing any damage caused by a pet shall be assessed to the Unit Owner responsible as a Common Expense.
- G.** Any Unit Owner who has been found to have been 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 within the meaning of Article 7, Section F of the Declaration. 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 Owner from the Board or its duly authorized agents.
- H.** Balconies and patios must not be used as pet runs.
- I. Pets are not allowed to be leashed to any part of the buildings, railings or plantings.

VI. VEHICLE REGULATIONS

A. General Rules Regarding Vehicles

1. No parking of any vehicles **on** the street is permitted between the hours of 2:00 a.m. and 6:00 a.m. daily.
2. Vehicles may not be parked, maintained, or stored **so** as to obstruct passage of other vehicles on the Property or in a manner which interferes with ingress to or egress from a driveway or other portion of the Property. All vehicles shall be parked within permitted limits or within the lines or other marked boundaries for such vehicles.
3. All vehicles are restricted to paved surfaces, including the streets, courts, driveways and parking areas on the Property. There shall be no parking or routes of passage across any other portions of the Property, including **all** lawn areas, sidewalks and fire lanes.
4. Only one Permitted Vehicle, **as** defined in the first two parts of the Definition, or two Permitted Vehicles, as defined in the third part of the Definition, shall be parked at any given time in front of any one garage door or other area reserved for the exclusive use of one Owner. Parking shall not obstruct any sidewalk nor the entrance to or exit from any Unit.
5. Permitted Vehicles shall not be parked, maintained or stored on a driveway or on any other area reserved for the exclusive use of one Owner without the express permission of the Owner or Resident having the right to exclusive use, possession and control of that area.
6. Parking, maintenance or storage of Non-Permitted Vehicles on any portion of the property is expressly prohibited. 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 services requested by the Resident or the Association.
7. 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 until such a time as the Property has been plowed.
8. Residents shall utilize all garage and driveway space before parking on the street area.
9. Unit Owners are responsible for informing their guests, occupants, or visitors about the Association's parking regulations and will be held responsible for any violations made by such guests or occupants.
10. No parking is allowed in front of mail boxes.

B. Enforcement of Vehicle Regulations

1. The provisions set forth herein are intended to supplement, but not replace the Policies and Procedures Regarding Enforcement stated in Section 11, which are fully applicable to all violations under these Vehicle Regulations.
2. In the event of a violation of these vehicle rules, the Board or its duly authorized agent shall send a Notice of Violation to the Unit Owner or shall affix a Parking Violation Notice to the vehicle, preferably on the front window, or **both**. Any parking violation notice which is affixed to the vehicle shall contain such information **as** the Board deems appropriate and shall be in a form similar to that which is attached hereto as Exhibit D. Any parking violation notice under these vehicle regulations shall also be deemed a notice of violation under the policies and procedures regarding enforcement, and vice-versa, regardless of whether or not both types of notice are sent to the Unit Owner.

Any failure to protest, within fourteen (14) days, a Notice of Violation under these rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being assessed to the Unit Owner as set forth in the Policies and Procedures regarding Enforcement.

3. In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions:
 - a. Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations, in a form similar to that which is attached hereto as Exhibit E. All such records of violations shall be kept by the Association in the manner designated by the Board.
 - b. Identify or attempt to identify the Unit Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
 - c. Identify or attempt to identify the vehicle owner, if not a Unit Owner, and notify that owner of the violations.
 - d. Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.

4. In addition to the other provisions for enforcement contained herein and.. in the Policies and Procedures Regarding Enforcement, the Board shall have authority to tow vehicles which are parked in violation of these rules under the following circumstances:
 - a. When a vehicle has been abandoned, and a notice of such violation was affixed to the vehicle at least seven (7) days earlier, the vehicle may be towed without further notice to the vehicle owner.
 - b. When a vehicle is parked in a fire lane, or is parked in manner which presents an immediate danger to the Property or to the health, safety and welfare of any person thereon, the vehicle may be towed immediately without notice to the vehicle owner.
 - c. When a vehicle is parked in violation of any of these Vehicle Rules and the owner of the vehicle has been found guilty of at least two (2) prior violations of any provisions of these Vehicle Rules, the vehicle may be towed immediately upon the occurrence of the third or subsequent violation without notice to the vehicle owner.
 - d. During or after any snow fall where there is an accumulation of two inches (2 in.) or more and where a vehicle is parked on the Property in such a manner as to interfere with the plowing or removal of snow, the vehicle shall be deemed to be interfering with ingress and egress of vehicles for emergency purposes and may be towed without notice to the vehicle owner.

Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event the vehicle owner is a Unit Owner, the costs and expenses may be assessed to the Unit Owner as a Common Expense.

5. After receiving notice of a violation or when a Parking Violation Notice has been affixed to an owners vehicle, the Unit Owner must follow the procedures set forth in the Policies and Procedures Regarding Enforcement, or the violation will be deemed admitted.
6. The Board may designate one or more persons or a committee to send Notices of Violations and to affix Parking Violation Notices on vehicles.

C. Notices and Authorization to Tow

1. In order to insure that potential violators have notice of the fact that their vehicles may be towed, and in accordance with the requirements/spirit of the law as set forth in Chapter 18a-100 et seq. of the Illinois Motor Vehicle Code, the Association will have signs posted on property giving notice that violators of the Vehicle Rules may be towed.
2. In accordance with the above, signs will be posted in conspicuous places near the entrances to and exits from the **Property**. Such signs shall be in letters at least three inches (3 in.) high in light-reflective letters in a color which contrasts with the background of the sign.
3. The signs shall contain language similar to the following: "Private Parking/Residents and Guests Only/Private Regulations Enforced/Violators Will Be Towed". The signs shall also contain (lettering may be smaller than 3") the name, address and phone number of the towing company, the fee which will be charged to the owner for having the vehicle towed, and the manner in which payment will be accepted.
4. The Board or its duly authorized agents shall notify the appropriate companies or individuals to remove vehicles. In addition, when any tow is authorized under these rules, the duly authorized agents for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to insure that no breach of the **peace** will occur.
5. All towing shall be authorized on an individual basis only; there shall be no general authorization given to a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these rules.
6. The Board may enter an agreement with **an** appropriate company or individual to effect removal of vehicles pursuant to authorization under these Vehicle Rules.

VII. RULES REGARDING CLOSING AND TRANSFER OF OWNERSHIP

A SALE PACKAGE is attached which restates the rules and contains information, instructions and forms pertaining to this Section which apply to both the Seller and Purchaser.

All Forms or Exhibits referred to below are contained in the SALE PACKAGE section, the Rules are stated below:

- A. In the event of any resale of a Unit the following rules shall apply, except to the extent they are in conflict with the Illinois Condominium Property Act, referred to as the "Act", in which case the provisions of the Act shall control.
- B. 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 in a form similar to that attached hereto as Exhibit F. 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.
- C. 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 fifteen (\$15.00) per request. This amount may be changed from time to time by the Board.

In the event a request is made which required 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.

When the Association is requested by a Unit Owner to provide a letter showing the status of assessments, the letter provided shall be substantially in the form set forth in Exhibit G.

- D. 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. Such letter shall be substantially in the form ~~set~~ forth in Exhibits ~~H-2~~ and ~~H-3~~. The new owner shall also supply a photocopy of the deed and any 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 Association purposes only. In the event a Unit Owner fails to cooperate with the Board in providing the information requested in this paragraph, the Board may suspend the rights and privileges of ownership as to that Unit Owner until the requested information is supplied. Furthermore, all costs and expenses of the Board in obtaining the requested information, including attorneys' fees, shall be assessed to the account of that Unit Owner as a Common Expense.

- E. At the time the above information is requested, the Association shall also solicit a proxy from each new Unit Owner. The proxy, a letter of explanation and instructions for completing the proxy shall be substantially in the form set forth in Exhibit I.

VIII. RULES RELATED TO LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS

A LEASE PACKAGE is attached which restates the rules and contains information, instructions and forms pertaining to this Section which apply to both the Lessor and Lessee.

All Forms or Exhibits referred to below are contained in the LEASE PACKAGE section, the Rules are stated below:

- A. 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.
- B. No Unit Owner may lease less than the entire Unit, nor may the Unit be leased as a youth hostel or for transient or hotel purposes. Every lease must be for a period of at least twelve (12) months, unless the Board consents in writing to the contrary.
- C. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association as required by Section 18(n) of the Act, as amended from time to time hereafter.
- D. Every Unit Owner intending to lease a Unit shall give prior notice to the Board of such intention using the Notice of Intent to Lease form. Whereupon the Board shall provide the Unit Owner a Lease Rider, and Memorandum of Understanding, which shall be added to the lease and shall be signed by all the parties executing the lease. This documents shall be substantially in the form which is attached hereto as Exhibit J-1, J-2 and J-3.
- E. Each Unit Owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws and Rules and Regulations. In addition, the Association shall be given both a copy of the signed original lease and Rider to every lease of any Unit on the property prior to the occupancy date on said lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the Unit Owner responsible as a Common Expense.

- F. If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board, at its discretion, shall determine what action or actions should be taken against the Unit Owner or Tenant. When the Board, at its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions necessary to terminate the lease.
- G. All expenses of the Board, in connection with any violations under these rules, shall be **assessed** to the account of the Unit Owner responsible as a Common Expense.
- H. Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Unit Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of these Rules.

ADOPTION OF AMENDED RULES AND REGULATIONS

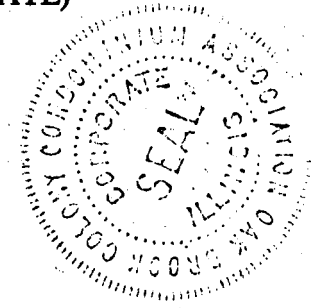
These amended comprehensive Rules and Regulations shall be effective upon adoption by the Board, after a meeting of the Unit Owners is **called** for the specific purpose of discussing the proposed Rules and Regulations, notice of which contains the full text of the proposed Rules and Regulations and which conforms to the requirements of the Illinois Condominium Property Act.

Adopted this 14th day of SEPTEMBER 1992 at Oak Brook, Illinois.

Richard Stimpert
Louis J. Marzano
Geraldine Vay Export
H. Richard Duesler
Ann C. Duster

(CORPORATE)

(SEAL)



Being a proper majority of the Board of the Association

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

APPENDIX A

VIOLATION FORMS

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OAK BROOK COLONY CONDOMINIUM ASSOCIATION

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all known information, if unknown, so state. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION:

Witness's Name	Address	Unit No.	Phone No.
----------------	---------	----------	-----------

Names, Addresses, Unit #'s & Phone #'s of any other Witnesses

INFORMATION CONCERNING VIOLATOR:

Violator's Name	Address	Unit No.	Phone No.
-----------------	---------	----------	-----------

Name, Addresses, Unit # and Phone # of Unit Owner, if different

INFORMATION CONCERNING VIOLATION:

Violation Date	Time	Location
----------------	------	----------

Section(s) of Declaration, By-Laws or Rules & Regulations violated

Witness'Observations:

Were any photographs or sound recordings made? Yes No By whom?

Include all tapes of photographs with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO BE. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEY TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature _____, 19____ Date Signed

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

NOTICE OF VIOLATION

TO: _____

DATE : _____
TIME: _____
SEND : CERTIFIED MAIL RETURN
RECEIPT REQUESTED

Re; Violation of Declaration, By-Laws or Rules and Regulations

You are hereby notified, as the Owner of the Unit at _____,
_____, Illinois that you are charged with a violation of
the Association's Declaration, By-Laws or Rules and Regulations. The actions
which' caused this complaint occurred on or about _____, 19____ and are
described as follows:

The Association is governed by the Declaration, By-Laws and various Rules and Regulations which you are charged with violating. You must take the action explained in the Association's Policy and Procedures section in the Rules and Regulations if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN FOURTEEN (14) DAYS OR FAIL TO APPEAR AT A HEARING (PER YOUR REQUEST) ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT.

IF A VIOLATION EXISTS WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE A CORRECTION, YOU WILL RECEIVE ONE NOTICE OF VIOLATION, AFTER WHICH THE ASSOCIATION WILL CORRECT THE VIOLATION AT YOUR EXPENSE WHICH AN ADMINISTRATIVE CHARGE IN A MINIMUM OF \$100.00 WILL BE ADDED. Please consult the Associations Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form to the Association at the address listed below. The request MUST be received within 14 days.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

BY: _____ ADDRESS : _____

TITLE: _____

Enclosures Policies and Procedures Regarding Enforcement
cc: Regular Mail and Association President

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

REQUEST FOR A HEARING

TO: _____

DATE: _____

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____, 19____, alleging a violation of the Declaration, By-Laws or Rules and Regulations of the Oak Brook Colony Condominium Association.

The following evening hour (between 6:00 p.m. and 9:00 p.m.) dates are convenient and requested as hearing dates within the next six week time frame. (please state at least three dates)

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Owners Signature

Owners Printed Name

Address City State Zip

Phone Date

OAK BROOK COLONY CONDOMINIUM ASSOCIATION
NOTICE OF DETERMINATION REGARDING VIOLATION

TO: _____

DATE: _____

On _____, 19____, you were notified of a violation of the Declaration, By-Laws or Rules and Regulations of the Association. Pursuant to the Association rules:

- A hearing was held at your request
- You have admitted to the violation by DEFAULT and waived you right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following action(s) will be taken:
 - You were found not guilty and no action will be taken.
 - A _____ violation of the Association's Declaration, (1st, 2nd, etc.) By-Laws or Rules and Regulations has occurred and a fine in the amount of \$_____ is now due. A FINE EVERY DAY WILL BE IMPOSED FOR A CONTINUING VIOLATION UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.
 - Damages, expenses and administrative charges in the total amount of \$_____ have been incurred and are now due.
 - Legal expenses in the amount of \$_____ have been incurred by the Association and are now due.
 - Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages, or violation corrected or repaired at your own expense. Such corrections are subject to the approval of the Board of Managers or its duly authorized agents.
 - As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

BY: _____

ADDRESS: _____

TITLE: _____

Oak Brook Colony Condominium Association

Final Version 9/14/92

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

NOTICE OF VEHICLE VIOLATION

TV: _____

DATE: _____
TIME: _____

Re; Vehicle Violation of Declaration, By-Laws or Rules and Regulations

You are hereby notified, as the Owner or Occupant of the Unit at _____ Illinois that you are charged with a Vehicle violation of the Association's Declaration, By-Laws or Rule; and Regulations. The actions which caused this complaint occurred on or about _____, 19____ and are described as follows:

UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN FOURTEEN (14) DAYS OR FAIL TO APPEAR AT A SCHEDULED HEARING (PER YOUR REQUEST) ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES CAN BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT.

IF A VIOLATION EXISTS WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE A CORRECTION, YOU WILL RECEIVE ONE NOTICE OF VIOLATION, AFTER WHICH THE ASSOCIATION WILL CORRECT THE VIOLATION AT YOUR EXPENSE, AN ADDED \$100.00 MINIMUM ADMINISTRATIVE CHARGE WILL ALSO RESULT. Please consult the Associations Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form Exhibit D-2. within fourteen (14) days to the Association at the address listed below.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

BY: _____ ADDRESS : _____
TITLE: _____

Enclosures Policies and Procedures Regarding Enforcement & Exhibit D-2
cc: Regular Mail and Association President

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

REQUEST FOR A HEARING - VEHICLE

TO: _____

DATE: _____

I hereby request a hearing on the charges made against me as contained in the Notice of Vehicle Violation dated _____, 19 _____, alleging a violation of the Declaration, By-Laws or Rules and Regulations of the Oak Brook Colony Condominium Association.

The following evening hour (between 6:00 p.m. and 9:00 p.m.) dates are convenient and requested as hearing dates within the next six week time frame. (please state at least three dates)

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____

Owners Signature

Owners Printed Name

Address city State Zip

Phone Date

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

RECORD OF VEHICLE VIOLATION

DATE : _____

TIME: _____

Vehicle Information:

License Plate: _____

Municipality & Sticker No. _____

Association Parking Sticker No. _____

Make of Vehicle: _____

Model : _____

Color: _____

Where Parked: _____

Owner's Name, Address or Unit No., if know:

Were any photographs taken? Yes No

If yes, please attach to this form or forward as soon as possible. Include name of photographer and date taken.

Type of Violation:

Completed by: _____

(Signature)

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

APPENDIX B

SALE PACKAGE

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OAK BROOK COLONY CONDOMINIUM ASSOCIATION

INTRODUCTION

The following rules govern the sale of a unit.

ASSOCIATION RULES REGARDING CLOSINGS AND TRANSFER OF OWNERSHIP

- A. In the event of any resale of a Unit the following rules shall apply, except to the extent they are in conflict with the Illinois Condominium Property Act, referred to as the "Act", in which case the provisions of the Act shall control.
- B. 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 in a form similar to that attached hereto as Exhibit F. 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.
- C. 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 fifteen (\$15.00) per request. This amount may be changed from time to time by the Board.

In the event a request is made which required 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.

When the Association is requested by a Unit Owner to provide a letter showing the status of assessments, the letter provided shall be substantially in the form set forth in Exhibit G.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

- D. 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. Such letter shall be substantially in the form set forth in Exhibits H-2 and H-3. The new owner shall also supply a photocopy of the deed and any 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 Association purposes only. In the event a Unit Owner fails to cooperate with the Board in providing the information requested in this paragraph, the Board may suspend the rights and privileges of ownership as to that Unit Owner until the requested information is supplied. Furthermore, all costs and expenses of the Board in obtaining the requested information, including attorneys' fees, shall be assessed to the account of that Unit Owner as a Common Expense.

- E. At the time the above information is requested, the Association shall also solicit a proxy from each new Unit Owner. The proxy, a letter of explanation and instructions for completing the proxy shall be substantially in the form set forth in Exhibit I.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

SALE PACKAGE SELLER INSTRUCTIONS

Dear Oak Brook Colony Owner,

We are aware that you may be selling your Unit. Please provide the following information and return it to our office.

1. Complete the Notice of Intent to Sell form. (Exhibit H-1)
2. Provide a copy of the sale contract.

You or your agent must provide to the purchaser the following:

1. A copy of the Declarations and Rules. You were provided a copy when you purchased your unit. Should you need another copy contact our office.

The purchaser must complete and return to our office the following:

1. Memorandum of Understanding. (Exhibit H-2)
2. New Owner Information form. (Exhibit H-3)
3. Signed Proxy form. (Exhibit I)

Once we have obtained all the above items we can process the necessary documents to allow you to close the sale by providing the following:

1. Disclosure Information. (Exhibit F)
2. Account Status. (Exhibit G-1)
3. First Refusal to purchase. (Exhibit G-2)

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

c/o Agent, if any _____

_____, Illinois 60_____
708/_____
BY: _____
TITLE: _____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

NOTICE OF INTENT TO SELL

TO: _____

DATE: _____

RE: Ownership Information for Unit No. _____ Bldg. No. _____

Address: _____

Dear Sir or Madam:

As a part of any sale or transfer of a Unit at the Oak Brook Colony Condominium Association, the Association's Rules and Regulations require that certain information be provided in order to allow the Board to effectively protect the Association's rights and interests pursuant to the Declaration and By-Laws governing the Property. Consequently, we ask that the enclosed information be completed by you and the prospective owner.

We have enclosed a Notice of Intent to Sell form, New Owner Information form, Memorandum Of Understanding and Revocable Proxy along with a letter of explanation and an instruction sheet for completing it. The proxy should be detached, completed by the prospective owner(s) and returned with the other information.

As soon as we receive this information, and a completed copy of the sale contract, we will provide the present owner with a letter showing the status of the unit's assessments and will make a determination whether to waive the Association's rights of first refusal. If you have any questions, please contact the undersigned.

Please forward this entire document and the proxy to us at the address below.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

c/o Agent, if any _____

_____, Illinois 60_____

708/_____

BY: _____

TITLE: _____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

NOTICE OF INTENT TO SELL

PLEASE PRINT OR TYPE - USE N/A IF NOT APPLICABLE.

Names of Current Owner(s) as it appears on deed

ADDRESS:

UNIT ADDRESS:

OWNER(s)

ANTICIPATED DATE OF MOVE OUT

NAME OF REALTOR HANDLING SALE

REALTOR'S PHONE NUMBER:

NAME OF ATTORNEY HANDLING SALE

ATTORNEY'S ADDRESS

ATTORNEY'S PHONE NUMBER:

NAME OF TRUSTEE BANK, IF HELD IN LAND TRUST

I (We) hereby certify that I (We) have given the above Purchaser the proper copies of the OAK BROOK COLONY CONDOMINIUM ASSOCIATION Declarations and By-Laws and Rules and Regulations. (If the Declaration and By-Laws and Rules and Regulations are not available to the purchaser contact the Managing Agent to obtain a copy for a fee of \$,.08 per page. Your account will be billed. The documents will be sent to you and you are still responsible for providing them to the purchaser.)

SIGNATURE OF SELLER(s)

DATE

PLEASE BE ADVISED YOU MUST SUPPLY THIS INFORMATION IN ORDER TO SELL YOUR UNIT.

If the information is not supplied and the unit is sold without the Board's knowledge, the Board may, under the Declaration, enforce its rights and you will be required to pay all costs and attorney's fees for the Board in so enforcing its rights.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

MEMORANDUM OF UNDERSTANDING

I (We), the intended Purchaser(s) of the condominium unit described above declare that we have read the OAK BROOK COLONY CONDOMINIUM ASSOCIATION Rules and Regulations, and the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants of OAK BROOK COLONY CONDOMINIUM ASSOCIATION, any Amendment or Amendments thereto, and understand that we shall at all times hold our interests in the Condominium subject to the rights, easements, privileges and restrictions therein set forth or hereafter established by the Owners or Directors of OAK BROOK COLONY CONDOMINIUM ASSOCIATION as duly provided for in the aforesaid Declaration of Condominium Ownership.

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

NEW OWNER INFORMATION

NOTICE

IN COMPLIANCE WITH PUBLIC LAW 91-508 (15 UNITED STATES CODE, SECTION 1681(D)), THIS NOTICE IS TO INFORM YOU THAT, IN CONNECTION WITH THIS APPLICATION, (1) INVESTIGATION MAY BE MADE AS TO YOUR CREDIT RECORD, CHARACTER, GENERAL REPUTATION AND MODE OF LIVING; AND (2) ADDITIONAL INFORMATION AS TO THE NATURE AND SCOPE OF ANY INVESTIGATION REQUESTED WILL BE FURNISHED TO YOU, UPON YOUR WRITTEN REQUEST. ALL INFORMATION OBTAINED WILL BE KEPT CONFIDENTIAL AND WILL BE USED FOR ASSOCIATION PURPOSES ONLY.

THIS DOCUMENT HAS ALSO BEEN SUPPLIED TO GIVE YOU NOTICE THAT THE ASSOCIATION'S DECLARATION, WHICH HAS BEEN RECORDED AGAINST THE PROPERTY, PROVIDES THAT ALL PURCHASERS OF UNITS, UPON ACCEPTANCE OF A DEED, AGREE TO BE BOUND BY THE PROVISIONS OF THE DECLARATION, AND RULES AND REGULATIONS OF THE ASSOCIATION, INCLUDING RULES RELATED TO SUCH ITEMS AS PETS, PARKING, AND USES OF THE UNITS. THE DECLARATION FURTHER PROVIDES THAT YOU ARE OBLIGATED TO PAY ALL REGULAR AND SPECIAL ASSESSMENTS TO THE ASSOCIATION AS WELL AS OTHER LAWFUL CHARGES LEVIED PURSUANT TO THE ASSOCIATION DOCUMENTS, EVEN IF YOU FEEL THAT THE ASSOCIATION HAS NOT PROVIDED NECESSARY SERVICES. THE ASSOCIATION MAY CHARGE YOU THE COSTS AND EXPENSES OF COLLECTING ASSESSMENTS AND OTHER CHARGES, INCLUDING ATTORNEYS' FEES, WHICH AT TIMES MAY EXCEED THE AMOUNT SOUGHT TO BE COLLECTED.

IF ANY ITEMS ARE NOT APPLICABLE INDICATE BY STATING 'N/A'

NAMES(s) _____

CURRENT ADDRESS _____

WILL YOU BE OCCUPYING THE UNIT YOU ARE PURCHASING? _____

PHONE NUMBER _____

MORTGAGE TYPE/LOAN NUMBER _____

MORTGAGE HOLDER _____

NAME OF TRUSTEE BANK, IF HELD IN LAND TRUST _____

ADDRESS OF TRUSTEE BANK _____

NAME OF TRUST BENEFICIARIES _____

SALE AMOUNT \$ _____ ANTICIPATED MOVE IN DATE _____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

NEW OWNER INFORMATION

NAME OF REALTOR HANDLING SALE _____

REALTOR'S PHONE NUMBER _____

NAME OF ATTORNEY HANDLING SALE _____

ATTORNEY'S ADDRESS _____

ATTORNEY'S PHONE NUMBER _____

NAME, ADDRESS AND PHONE NUMBER OF REFERENCES FOR PURCHASER:

1. _____

2. _____

3. _____

EMPLOYER _____ ADDRESS _____

HOW LONG? _____ BUSINESS PHONE _____ POSITION _____

If above is less than 2 years, previous employer & address

HOW LONG? _____ BUSINESS PHONE _____ POSITION _____

SPOUSE'S EMPLOYER _____ ADDRESS _____

HOW LONG? _____ BUSINESS PHONE _____ POSITION _____

NEW HOME PHONE _____ EMERGENCY PHONE _____
 (provide upon installation) (Other than above numbers)

NAME OF OCCUPANT (if not the new owner)

OCCUPANT'S HOME PHONE NUMBER / BUSINESS PHONE NUMBER

NOTE: IF THIS UNIT WILL BE RENTED, LEASE INFORMATION IS REQUIRED

Oak Brook Colony Condominium Association Final Version 9/14/92

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

NEW OWNER INFORMATION

NUMBER OF ADULTS THAT WILL OCCUPY THE UNIT _____

NUMBER OF CHILDREN (UNDER 18) THAT WILL OCCUPY THE UNIT _____

LIST EACH PERSON WHO WILL RESIDE IN THE UNIT: NOTE: If at any time a person(s) other than those listed herein become a permanent resident of the unit, the Board of Directors must be notified.

FULL LEGAL NAME AGE SEX

1. _____

2. _____

3. _____

4. _____

5. _____

NEAREST PERSON TO CONTACT IN CASE OF EMERGENCY (SOMEONE WHO HAS UNIT ENTRY)

LIST ALL VEHICLES: (State use: personal, recreation or commercial)

MAKE COLOR YEAR LICENSE #

1. _____

2. _____

3. _____

4. _____

ANY DOGS or CATS OWNED (If so, specify and describe)

ANY DOGS or CATS OWNED (If so, specify and describe)

From the time the completed questionnaire and accompanying paperwork is received, the Board of Directors has up to thirty (30) days to decide upon RIGHT OF FIRST REFUSAL, after such time you will be provided a letter indicating the Board's position on its RIGHT OF FIRST REFUSAL.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

NEW OWNER INFORMATION

I, THE UNDERSIGNED PURCHASER(S), CERTIFY THAT THE ABOVE INFORMATION IS TRUE AND CORRECT. I FURTHER CERTIFY THAT I HAVE READ ALL THE INFORMATION CONTAINED IN THIS DOCUMENT, INCLUDING THE NOTICES CONCERNING MY RIGHTS AND OBLIGATIONS.

Signature(s) of New Owner Date

Please forward this questionnaire to the Management Office.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

BY

TITLE

BELOW THIS LINE IS FOR OFFICE USE ONLY:

Date completed documents received by Management_____

Date received and read copy of Rules & Regulations_____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

DISCLOSURE INFORMATION

TO: _____ DATE: _____

Re: Unit No. _____

Street Address _____

Dear Unit Owner & Prospective Unit Owner:

Pursuant to the Illinois Condominium Property Act, (Illinois Revised Statutes Chapter 30, Section 322.1) regarding resale of Units, we are providing the following information in response to your written request within thirty (30) days of the receipt thereof. Under the Association's Rules, if the request was received less than thirty (30) days from the date due, the Unit Owner may be charged a fee of ten dollars (\$10.00) per day for each day under the thirty day period.

1. Enclosed with this report you will find the following information regarding the Association:
 - a. A statement of the financial condition of the Association, for the last fiscal year for which such statement is available.
 - b. The current budget of the Association;
 - c. A current list of officers and directors of the Association. In addition, information on the Association's managing agent. How and when the Association may be contacted, and the scheduled times, dates and locations of the Association's meetings are also included to the extent that information is available.

2. As of this date, the following liens have been filed against the Property (indicate the source, nature, and amount of the lien and what steps are being taken to have it removed. If none, so indicate):

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

DISCLOSURE INFORMATION

3. a. The Association has approved the following capital expenditures, upon which work has not begun or for which the bill has not been paid (if none, so indicate):
- b. In addition to the above, the Association anticipates the necessity for the following capital expenditures over the present or the next two succeeding fiscal years (if none, so indicate):
- c. The Association has capital expenditure reserves of \$ _____ Of this amount, \$ _____ has been designated for specific projects, the projects and dollar amounts are as follows (if none, so indicate):
4. The Association has pending the following law suits or judgments. (If none, so indicate):
5. The Association carries the following insurance coverage (please note: Unit owners have the responsibility for liability insurance on the unit and for insuring their personal property and decorating, including such items as painting, paneling, carpeting, etc.):
- a. Property damage - \$ _____
- b. Legal liability (common areas) - \$ _____
- c. In addition, the following insurance coverage, if any, is provided to all Owners (if none, so indicate):

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

DISCLOSURE INFORMATION

- 6. As of this date, it is believed that any improvements or alterations which have been made to the Unit or to the Limited Common Elements assigned to the Unit are in compliance with the Condominium Instruments and the Association's Rules and Regulations, except as noted below (please note that this is a good faith belief, no on-site inspection having been made nor verified in writing. The Association is not bound by this statement absent an inspection and written verification.):

PLEASE NOTE: THIS INFORMATION IS VALID AS OF THE ABOVE DATE. THE ASSOCIATION MAKES NO REPRESENTATIONS AS TO ANY CHANGES OR EVENTS WHICH TAKE PLACE AFTER THE ABOVE DATE. INCLUDING, BUT NOT LIMITED TO, UNPAID ASSESSMENTS OR FEES.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

c/o Agent, if any _____

 _____, Illinois 60_____
 708/_____
 BY: _____
 TITLE: _____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

STATEMENT OF ACCOUNT STATUS

TO: _____ DATE: _____

RE: Statement of account for: Unit No. _____ Bldg. No. _____
Address: _____

Dear Sir or Madam:

You have asked us for a statement of account for unpaid assessments or other charges due to Oak Brook Colony Condominium Association on the above identified Unit. In response to your inquiry, the Association's records presently indicate that assessments have been paid through _____, 19_____. There remains the amount of \$ _____ outstanding. Current assessments for the above Unit are \$ _____ per month.

NOTICE

- A. The Unit HAS NOT been inspected for any potential violations, unless otherwise noted, and any conveyance would not waive any such violations.
- B. The present Owner (seller), is' responsible for providing a copy of the Declaration, By-Laws and Rules and Regulations to the purchaser.

Very truly yours,

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

c/o Agent, if any _____

_____, Illinois 60_____

708/_____

BY: _____

TITLE: _____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

RIGHT OF FIRST REFUSAL

TO: _____ DATE: _____

RE: Association's First Right of Purchase

Unit No. _____ Bldg. No. _____
Address: _____

Dear Sir or Madam:

In accordance with Article VIII, Sections 1 through 10, of the Declaration for OAK BROOK COLONY CONDOMINIUM ASSOCIATION, the present owner has provided written notice to the Association Board of the terms of contemplated sale, together with the name, address and financial and character references of the proposed purchaser, and other information concerning the proposed purchaser required by the Board. The Board, in accordance with the Declaration, has fully reviewed the material provided.

THE MEMBERS OF THE BOARD, ACTING ON BEHALF OF THE OTHER OWNERS, HAVE ELECTED TO WAIVE THE FIRST RIGHT AND OPTION TO PURCHASE THE ABOVE IDENTIFIED UNIT AS PROVIDED IN ARTICLE VIII, SECTION 5, AND THIS CERTIFICATE IS TENDERED PURSUANT TO ARTICLE VIII, SECTION 7 and furthermore, have directed the Association's Agent, to act on their behalf in this matter as that of acting Secretary.

Please note that if the present unit owner fails to sell the above identified unit to the purchaser for whom information has been supplied, or fails to close on the proposed sale transaction within _____ (—) days, the Unit shall be become subject to the Board's first right and option.

Very truly yours,
OAK BROOK COLONY CONDOMINIUM ASSOCIATION

c/o Agent, if any _____

_____, Illinois 60_____

708/_____

BY: _____

TITLE: _____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

REVOCABLE PROXY

DATE : _____ RE: Revocable Proxy

Dear Sir or Madam:

You are presently involved in the purchase of a Unit in OAK BROOK COLONY CONDOMINIUM ASSOCIATION. One of the problems that is commonly faced by homeowner associations is the lack of a quorum for transacting business of the association. The Association's attorneys have advised the Board that, if a quorum cannot be met for electing Board members and conducting business, the activities of the Association, such as maintenance, landscaping or snow removal, must cease until meetings can be held at which a proper quorum is present. Thus services may cease even though your obligation to make assessment payments for those services will continue and your failure to pay assessments will create a lien against your property.

In order to avoid this problem, we are asking you to sign a revocable proxy which appoints someone of your choice to act as your proxy. It also allows the Board, by majority vote, to act for you in the event your proxy cannot attend. If you wish to vote at any meeting, your presence at the meeting will revoke the proxy for that meeting. Thus, the Board will act only where you and your proxy do not attend. The proxy may also be voided permanently at any time simply by sending a letter to the Board. This process is basically the same as the standard procedure used when opening an account at a bank or savings and loan association, where proxy cards are signed to give the bank's board of directors the power to vote on behalf of the account holder.

Please sign the attached revocable proxy and return it to us at the address below. We appreciate your cooperation in helping the Board to conduct the Association's business. If you have any questions, please do not hesitate to contact the Association.

Very truly yours,

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

c/o Agent, if any _____

_____, Illinois 60_____

708/_____

BY: _____

TITLE: _____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION
INSTRUCTIONS FOR COMPLETING REVOCABLE PROXY

1. Print the name or names of the OWNER in the first blank. If the property is held in trust, this must be the trustee and not the beneficiary of the trust.
2. Print the STREET ADDRESS of the Unit in the next blank.
3. Print the name of the PROXY OF YOUR CHOICE other than yourself in the blank after the word "appoint". If there is no one you wish to appoint, fill in the blank with "X's". If you do not appoint anyone, or in the event your appointed proxy does not appear, your proxy may be cast by a majority vote of the Board, which is then in office.
4. Print the DATE, YEAR, and CITY where it is completed, in the blanks at the end. The DATE is essential.
5. SIGN on the signature line or lines at the bottom. If the property is held in trust, this should be signed by an officer of the bank which is the trustee.
6. Return the signed proxy to the Association's Managing Agent or to a Board Member within 10 days.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

REVOCABLE PROXY

I, _____, the owner of a Unit, in OAK BROOK COLONY CONDOMINIUM ASSOCIATION, (hereafter "Association"), in commonly known by the street address _____, Illinois, do hereby constitute and appoint _____ as primary proxy and, in the primary proxy's absence, a majority of the Board of the Association in office from time to time, or their designated substitute, to vote as my proxy at any regular or special meeting of the Association. I give my proxy full power to vote as if I were personally present, with all the powers I possess, including full power to designate a substitute and to revoke such substitution. My presence at a meeting will automatically revoke this proxy, but only for the meeting attended, unless I indicate otherwise. This proxy is intended to extend and shall extend for a period of more than eleven (11) months from the date set forth below and for so long as I remain a member of the Association, unless I revoke it before then.

Any proxy or proxies in the Association given by me to any person or persons whatsoever prior to the date below are hereby revoked. In this instrument any use of the singular includes the plural.

I understand that I may revoke this proxy at any time by sending a letter to that effect to the Board of the Association.

IN WITNESS WHEREOF, I have signed this proxy on _____, 19____, at _____, Illinois.

Owner (s) Signature

Owner Signature

(For Association Use Only)

Unit Number

Percentage Ownership

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

APPENDIX B

LEASE PACKAGE

CONTENTS:		PAGE
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EXHIBIT J-1	Notice of Intent to Lease	66
EXHIBIT J-2	Lease Rider	67
EXHIBIT J-3	Memorandum of Understanding	70

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

The following Rules govern the Leasing of a Unit:

RULES RELATED TO LEASES, TENANTS AND NONRESIDENT UNIT OWNERS

- A. 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.
- B. No Unit Owner may lease less than the entire Unit, nor may the Unit be leased as a youth hostel or for transient or hotel purposes. Every lease must be for a period of at least twelve (12) months, unless the Board consents in writing to the contrary.
- C. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association as required by Section 18(n) of the Act, as amended from time to time hereafter.
- D. Every Unit Owner intending to lease a Unit shall give prior notice to the Board of such intention using the Notice of Intent to Lease form. Whereupon the Board shall provide the Unit Owner a Lease Rider, and Memorandum of Understanding, which shall be added to the lease and shall be signed by all the parties executing the lease. This documents shall be substantially in the form which is attached hereto as Exhibit J-1, J-2 and J-3.
- E. Each Unit Owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws and Rules and Regulations. In addition, the Association shall be given both a copy of the signed original lease and Rider to every lease of any Unit on the property prior to the occupancy date on said lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the Unit Owner responsible as a Common Expense.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

- F. If a tenant violates any provision of the Declaration, By-Laws or Rules and Regulations, the Board, at its discretion, shall determine what action or actions should be taken against the Unit Owner or Tenant. When the Board, at its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions necessary to terminate the lease.
- G. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the Unit Owner responsible as a Common Expense.
- H. Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Unit Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of these Rules.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

LEASE PACKAGE INSTRUCTIONS

Dear Oak Brook Colony Owner,

We are aware that you may be leasing your Unit. Please provide the following information and return it to our office.

- 1. Complete the Notice Of Intent To Lease form. (Exhibit J-1)

Once you have leased your unit return the following:

- 1. Provide a copy of the Lease contract.
- 2. Attach the Lease Rider with the Lease contract.(Exhibit 5-2)

You or your agent must provide the Lessee the following:

- 1. A copy of the Declarations and the Rules and Regulations. You were provided a copy when you purchased your unit. Should you need another copy contact our office.

The lessee must complete and return to you the following:

- 1. Lease Rider Information. (Exhibit 5-2)
- 2. Memorandum of Understanding. (Exhibit 5-3)

Once we have obtained these documents we can process the necessary documents to allow you to lease your unit.

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

c/o Agent, if any

_____, Illinois 60_____

708/_____

BY: _____

TITLE: _____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

NOTICE OF INTENT TO LEASE

OWNER NAME: _____

UNIT ADDRESS: _____ UNIT # _____

UNIT STATUS: _____
(is unit empty, or when will present occupant vacate)

HOME ADDRESS _____

HOME PHONE _____ WORK PHONE _____

NEW LESSEE INFORMATION

If information requested is unknown presently, so state.

NAME OF LESSEE _____

CURRENT ADDRESS _____

RENTAL AMOUNT \$ _____ ANTICIPATED MOVE IN DATE _____

HOME PHONE _____ WORK PHONE _____

LESSEE'S EMPLOYER _____

HOW LONG _____ POSITION _____

NAME, ADDRESS AND PHONE NUMBER OF REFERENCES FOR LESSEE:

1. _____

2. _____

~ _____

NUMBER OF ADULTS THAT WILL OCCUPY THE UNIT _____

NUMBER OF CHILDREN (UNDER 18) THAT WILL OCCUPY THE UNIT _____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

LEASE RIDER

This rider is added to the attached lease in accordance with the Rules and Regulations of Oak Brook Colony Condominium Association. By this rider the undersigned parties to said lease expressly acknowledge that, as required by Section 18 of the Illinois Condominium Property Act, every lease and the parties thereto, shall be subjected in all respects to the provisions of said Declaration as well as the Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Managers of Oak Brook Colony Condominium Association (the "Board") shall be a third party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

PLEASE BE ADVISED YOU MUST SUPPLY THIS INFORMATION IN ORDER TO LEASE YOUR UNIT.

If the information is not supplied and the unit is leased without the Board's knowledge, the Board may, under the Declaration, enforce its rights and you will be required to pay all costs and attorney's fees for the Board in so enforcing its rights.

Please forward this questionnaire and completed Memorandum of Understanding to the Management Office.

NOTE: A copy of the signed original of said lease and this Rider must be given to the aforesaid Board for its files in accordance with the Rules and Regulations of the Association.

ACKNOWLEDGMENTS

Signature of Lessor (Landlord)

Signature of Lessee (Tenant)

Signature of Lessor (Landlord)

Signature of Lessee (Tenant)

Date

Oak Brook Colony Condominium Association

Final Version 9/14/92

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

LEASE RIDER

OCCUPANT INFORMATION: The following is for the Association's Use Only

NAME(s) OF LESSEE _____

CURRENT ADDRESS _____

RENTAL' AMOUNT \$ _____ ANTICIPATED MOVE IN DATE _____

HOME PHONE _____ WORKPHONE _____

EMPLOYER _____

HOW LONG _____ POSITION _____

SPOUSE'S EMPLOYER _____

SPOUSE'S WORK PHONE _____

HOW LONG _____ POSITION _____

NAME, ADDRESS AND PHONE NUMBER OF REFERENCES FOR LESSEE;:

- 1. _____
- 2. _____
- 3. _____

NUMBER OF ADULTS THAT WILL OCCUPY THE UNIT _____

NUMBER OF CHILDREN (UNDER 18) THAT WILL OCCUPY THE UNIT _____

LIST EACH PERSON RESIDING IN THE UNIT: NOTE: If at any time a person(s) other than those listed herein become a permanent resident of the unit, the Board of Directors must be notified

	<u>FULL LEGAL NAME</u>	<u>AGE</u>	<u>SEX</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

LEASE RIDER

NEAREST PERSON TO CONTACT IN CASE OF EMERGENCY (SOMEONE WITH UNIT ENTRY)

LIST ALL VEHICLES:

	<u>MAKE</u>	<u>COLOR</u>	<u>YEAR</u>	<u>LICENSE #</u>
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____

PET INFORMATION

Cat:	M	F	_____	_____
			Name	Description (color, breed)
Dog:	M	F	_____	_____
			Name	Description (color, breed)
	M	F	_____	_____
			Name	Description (color, breed)

BELOW THIS LINE IS FOR OFFICE USE ONLY:

Date completed documents received by Management_____

Received and read copy of Rules & Regulations_____

OAK BROOK COLONY CONDOMINIUM ASSOCIATION

MEMORANDUM OF UNDERSTANDING

I (We), the intended Lessee(s) of the condominium unit described above declare that we have read the OAK BROOK COLONY CONDOMINIUM ASSOCIATION Rules and Regulations, and the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants of OAK BROOK COLONY CONDOMINIUM ASSOCIATION, any Amendment or Amendments thereto, and understand that we shall at all times hold our interests in the Condominium subject to the rights, easements, privileges and restrictions therein set forth or hereafter established by the Owners or Directors of OAK BROOK COLONY CONDOMINIUM ASSOCIATION as duly provided for in the aforesaid Declaration of Condominium Ownership.

SIGNATURE OF LESSEE

SIGNATURE OF LESSEE

I (We) hereby certify that I (We) have given the above Lessee the proper copies of the OAK BROOK COLONY CONDOMINIUM ASSOCIATION Documents, including the Rules and Regulations.

SIGNATURE OF OWNER

SIGNATURE OF OWNER

DATE _____

RECOMMENDED STORMDOORS FOR OAK BROOK COLONY TOWNHOUSES

Maintenance Committee and Board approval is required before installing doors. Application form are available from the Managing Agent.

The following is a list of stormdoors that your Association Board Maintenance Committee has recommended to become the standard for installation on the Oak Brook Colony units. Attached is a brochure of doors supplied by Sears with the approved styles. Stormdoors of equal or better quality or style sold by other companies may be installed as well. The Sears style and model information is being listed for the purpose of establishing the style and quality standards, not any particular outlet for purchasing stormdoors.

<u>Model</u>	<u>Style</u>	<u>Only Approved Color</u>
Crossbuck	#2280	Black or brown
Fullview	#2283	Black or brown
Equalite	#2284	Black or brown
Hilite	#2282	Black or brown

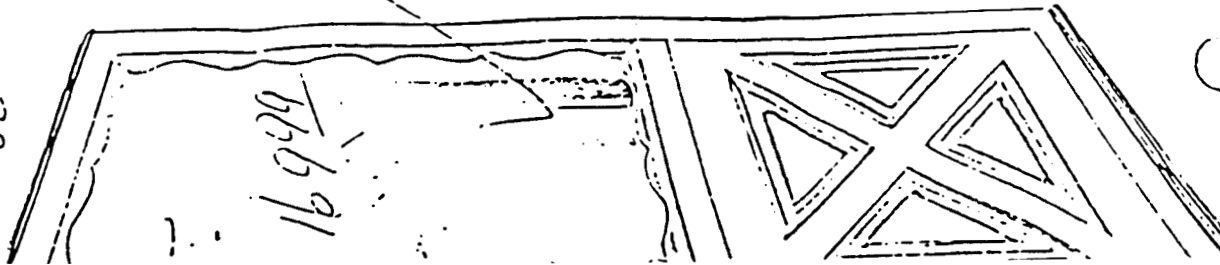
When homeowners of interior units decide to purchase stormdoors, the style of the door should be the same as the adjacent interior unit so that uniformity will exist with the entryway. If neither interior unit has an installed stormdoor, the homeowners should discuss their preference before one or the other purchases a stormdoor.

Note carefully that Black or Brown is the only approved color with Black/Brown hardware on it and clear glass.

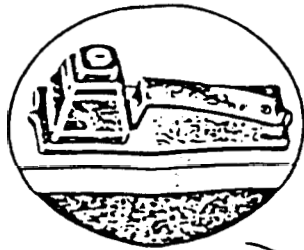
MAINTENANCE COMMITTEE

offers you quality features in a storm door

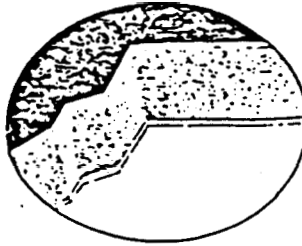
2283



16999



Massive new handle.
Adds security.



Completely foam-filled frame strengthens and insulates the door.

Foam-filled double kick panel. Rigid and lasting.

Rugged 1 1/2-in. aluminum frame makes a durable door.

Double weather-stripped latch Z-bar. Insulation against drafts.

ALL SEARS STORMDOORS QUALIFY FOR THE FEDERAL ENERGY TAX CREDIT

Energy tax credit for qualified products applies to those products when installed in a principal residence built before April 20, 1977. The credit amounts to 15% of the first \$2000 spent on any qualifying product before January 1, 1986, (a maximum credit of \$300). But at least \$67 must be spent on qualifying products.

Any one
of the
four shown
would be
O.K. to use

16999
2283

16999
2283

16999
2283

2 HILITE

3 SIDELITE

4 FULLVIEW

5 EQUALITE

Either. Side installation. Sears EMUM doors with their three ore-drilled holes are easy to install right or left side.

**AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAW
FOR OAK BROOK COLONY CONDOMINIUM ASSOCIATION**

This document is recorded for the purpose of amending the Declaration of Condominium Ownership and By-Laws, Easements, **Restrictions and Covenants** (hereafter, the "Declaration") for **Oak Brook Colony Condominiums** (hereafter, the "**Association**"), which Declaration was recorded on **August 30, 1978** with the **Recorder of Deeds, DuPage County, Illinois** as Document No. R78-82431.

This Amendment is adopted pursuant to the provisions of Article **XIII**, paragraph 8 of the aforesaid **Declaration**. Said **section** provides that this Amendment, the text of which is set forth below, shall become effective upon the **recording in the Office of the Recorder of Deeds of DuPage County, Illinois**, of an instrument in **writing setting forth the change**, provided the same signed **and** acknowledged by all members of the **Board of Managers of Oak Brook Colony Condominiums** (hereafter, the "**Board**"), and by the **Owners of all the Units** and provided further that it contains **affidavits by officers of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees having liens of record against any Unit Ownership, not less than 10 days prior to the date of such affidavit.**

PREAMBLE

WHEREAS, by the **Declaration registered with the Recorder of Deeds of DuPage County, Illinois, the Property has been submitted to the provisions of the Illinois condominium Property Act** and;

WHEREAS, the **Board and owners desire to amend the Declaration to change the fiscal year; and**

WHEREAS, the **Amendment has been approved, in writing, by the acknowledged signature of all of the Board members and by the Owners of all the Units, and due notice having been provided to all mortgagees holding liens of record against any Unit Ownership, all in compliance with Article XIII, paragraph 8 of the Declaration;**

WHEREAS, since 1988 (June 13) the **Board of Managers has been operating on a calendar fiscal year and desires to bring the books and records of the Association into compliance with the prior conduct by amending fiscal year requirements; and**

NOW, THEREFORE, the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions, and Covenants for Oak Brook Colony Condominiums is hereby amended in accordance with the text which follows:

CHANGE OF FISCAL YEAR

2.) Article VI "*Assessments - Maintenance Fund*", paragraph (a) is hereby amended to delete "Each year on or before **June 15**" and shall thereafter read "Each year on or before **December 15**," additionally, delete the "fiscal year of **August 1** through **July 31**" and shall thereafter read "**calendar year of January 1 to December 31.**"

END OF TEXT OF AMENDMENT

This instrument was prepared by:

David H. Keay, Esq.
THE LAW OFFICES OF DAVID H. KEAY
128 South County Farm Road
Wheaton, Illinois 60187
(708) 690-6446

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

The undersigned **being** the President and member of the Board of Managers of Oak Brook Colony Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by our signatures below, do hereby execute the foregoing Amendment to the Declaration on behalf of the Board.

EXECUTED this 28TH day of DECEMBER, 1992.

Richard Stojanovic

Being the President of the Board of Managers of Oak Brook Colony Condominium Association

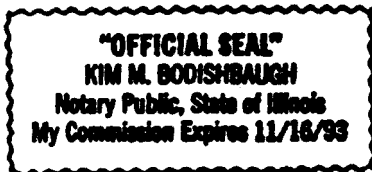
H. Richard Wheeler

Louis J. Marzano

Gregory Z. Pasnik

Geraldine Van Eckwert

I, KIM M. PODISHBAUGH, a Notary Public, hereby certify that on the above date, the above members of the Board of Managers of Oak Brook Colony Condominium Association, which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, they signed this instrument as their free and voluntary act of said Board for the uses and purposes therein set forth.



BY: *Kim M. Podishbaugh*

**AMENDMENT TO
THE DECLARATION OF CONDOMINIUM OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND BY-LAW
FOR OAK BROOK COLONY CONDOMINIUM ASSOCIATION**

This document is recorded for the purpose of amending the **Declaration of Condominium Ownership and By-Laws, Easements, Restrictions and Covenants** (hereafter, the "Declaration") for **Oak Brook Colony Condominiums** (hereafter, the "Association"), which Declaration was recorded on **August 30, 1978** with the **Recorder of Deeds, DuPage County, Illinois** as Document No. **R78-82431**.

This Amendment is adopted pursuant to the provisions of Article **XIII**, paragraph **8** of the aforesaid Declaration. Said section provides that this Amendment, the text of which is set forth below, shall become effective upon the recording in the Office of the Recorder of Deeds of DuPage County, **Illinois**, of an instrument in writing setting forth the change, provided the same signed and acknowledged by all members of the Board of Managers of **Oak Brook Colony Condominiums** (hereafter, the "Board"), and by the **Owners of all the Units** and provided further that it contains affidavits by officers of the Board, certifying that a copy of the change has been sent by certified mail to all mortgagees having liens of record against any Unit Ownership, not less than 10 days prior to the date of such affidavit.

PREAMBLE

WHEREAS, by the Declaration registered with the Recorder of Deeds of DuPage County, Illinois, the Property has been submitted to the provisions of the Illinois Condominium Property Act and;

WHEREAS, the Board and owners desire to amend the Declaration to change the fiscal year; and

WHEREAS, the Amendment has been approved, in writing, by the acknowledged signature of all of the Board members and by the Owners of all the Units, and due notice having been provided to all mortgagees holding liens of record against any Unit Ownership, all in compliance with Article **XIII**, paragraph **8** of the Declaration;

WHEREAS, since 1988 (June 13) the Board of Managers has been operating on a calendar fiscal year and desires to bring the books and records of the Association into compliance with the prior conduct by amending fiscal year requirements; and

NOW, THEREFORE, the Declaration of Condominium Ownership and By-Laws, Easements, Restrictions, and Covenants for **Oak Brook Colony Condominiums** is hereby amended in accordance with the text which follows:

CHANGE OF FISCAL YEAR

2) Article VI "*Assessments - Maintenance Fund*", paragraph (a) is hereby amended to delete "Each year on or before June 15" and shall thereafter read "Each year on or before December 15," additionally, delete the "fiscal year of August 1 through July 31" and shall thereafter read "calendar year of January 1 to December 31."

END OF TEXT OF AMENDMENT

This instrument was prepared by:

David H. Keay, Eq.
THE LAW OFFICES OF DAVID H. KEAY
128 South County Farm Road
Wheaton, Illinois 60187
(708) 690-6446

STATE OF ILLINOIS)

COUNTY OF DUPAGE)

The undersigned being the Resident and member of the Board of Managers of Oak Brook Colony Condominium Association, a condominium established by the aforesaid Declaration of Condominium, and by our signatures below, do hereby execute the foregoing Amendment to the Declaration on behalf of the Board.

EXECUTED this 28TH day of DECEMBER, 1992.

Richard Storz

Being the Resident of the Board of Managers of
Oak Brook Colony Condominium Association

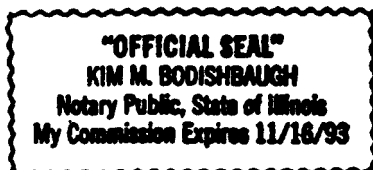
H. Richard Shuber

Louis J. Marzans

Gregory Z. Pasnik

Geraldine von Eckhart

I, KIM M. BODISHBAUGH, a Notary Public, hereby certify that on the above date, the above members of the Board of Managers of Oak Brook Colony Condominium Association, which Board members are personally known to me, appeared before me and acknowledged that, as such Board members, they signed this instrument as their free and voluntary act and deed of said Board for the uses and purposes therein set forth.



BY: KIM M. BODISHBAUGH

May 3, 2004

Page 3 of 3

Proposed Amendments

- 1) Section I. DEFINITIONS, subsection (N), shall be amended to read, in its entirety, as follows:

Permitted Vehicles: The following classes of vehicles are permitted, if such vehicles are in fully driveable and operable condition.

Class 1) Passenger-type automobiles having no more than four entry doors and specifically excluding limousines or hearses whether or not used for personal purposes;

Class 2) Pick-up trucks, provided however, that such pick-up trucks shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand pounds (8,000), shall have an overall length of less than twenty feet (20 ft.), shall have an overall width of less than seven feet (7 ft.), shall be capable of being driven into a Unit's garage and stored in a Units' garage with the garage door closed, and shall be of a design which does not impede entry and exit from a Unit when parked on a Unit's driveway.

Class 3) 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), shall have an overall length of less than twenty feet (20 ft.), shall have an overall width of less than seven feet (7 ft.), shall be capable of being driven into a Unit's garage and stored in a Units' garage with the garage door closed, and shall be of a design which does not impede entry and exit from a Unit when parked on a Unit's driveway.

Class 4) Motorbikes and motorcycles, provided that each of the foregoing is registered and licensed to be ridden on public roads and highways.

- 2) Section VI. VEHICLE REGULATIONS, subsection (A), shall be amended to include a subsection (11), which shall state as follows:

Class 2 and 3 Permitted Vehicles shall be stored in the garage. Any parking of class 2 and/or 3 Permitted Vehicles on the driveways of units shall be only temporary or transitory in nature.

- 3) Section IV. VEHICLE REGULATIONS, subsection (A), subsection 4 shall be amended to state, in its entirety, as follows.

Only one Permitted Vehicle of classes 1, 2 or 3, as defined herein, or two Permitted Vehicles of class 4, as defined herein, shall be parked at any given time in front of any one garage door or other area reserved for the exclusive use of one Owner. Parking shall not obstruct any sidewalk nor the entrance to or exit from any Unit.

14

SATELLITE DISH ANTENNAS
PROPOSAL

Rules and Regulations Amendment to permit the external mounting of satellite T.V. dish antennas by adding paragraph (2) to section B (antennas), page 19, as follows:

2. A satellite dish T.V. antenna of less than one meter diameter may be installed above the building roof line as low as functionally possible on the unit's wooden chimney chase. Entry cabling must go through the chase into the owner's attic. Nothing is to be mounted on the common element brick or wooden walls nor on the roof of any unit. The unit owner is to be responsible for any damages, leaks during installation, use or removal of the satellite dish antenna. If the building unit is sold or service discontinued, the satellite dish must be removed by Homeowner.

This amendment should constitute "prior written consent" within the context of Article VII, section (C) of the declaration. The declaration would therefore remain intact.

Accepted Date: _____

Board President: _____

Secretary: _____

May 21, 1998

Edward J. Kennedy

Gregory Z. Smith