

WATERFORD PLACE TOWNHOME ASSOCIATION

RULES AND REGULATIONS

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**WATERFORD PLACE TOWNHOME
ASSOCIATION**

RULES AND REGULATIONS

Approved by Board on 7/27/2016

Effective on 7/28/2016

Chapter 1

Definitions & Administration

1.1 Definitions

The terms used in these Rules and Regulations shall have the same meaning as given the defined term in the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Waterford Place Townhome Association ("Declaration"), unless otherwise provided in these Rules and Regulations.

1.2 Membership and Voting

Membership in the Association as well as voting at owner meetings is covered in Articles II and III of the Declaration and Article III of the By-Laws of the Waterford Place Townhome Association ("By-Laws").

1.3 Board of Directors

The number of Board members, Board terms, Board meeting procedures and notice and other provisions related to the Board are detailed in Article V of the By-Laws.

Chapter 2

Advertising

2.1 Signs

No signs or billboards of any nature shall be erected, placed or permitted to remain on the Property and/or in any Townhouse where such sign is visible from the street, except as provided for in Sections 2.2, 2.3 and 2.4 herein.

2.2 Real Estate "For Sale" Signs

One "For Sale" sign of not more than nine (9) square feet (3'x3') may be maintained in the front window of a Townhouse. "Open House" signs are permitted as follows: one (1) sign in front of the Townhouse and one (1) sign at the entrance to the Property. Such "Open House" signs may only be placed in such locations on the day of the open house and must be removed by the end of the day.

2.3 Real Estate "For Sale" Sign-Removal

All "For Sale" signs must be removed within seventy-two (72) hours after the closing of the sale of the Townhouse.

2.4 Garage Sales

No more than two (2) garage sales shall be allowed per calendar year at any Townhouse. As used in these Rules and Regulations, "Garage Sale" shall be defined as "household items and/or personal goods from within the Townhouse sold to the public and shall exclude the sale of any and all items that are manufactured, constructed, assembled and/or purchased by the Owner and/or others for resale". No "Yard Sales" and/or "Craft Sales" shall be allowed. All Garage Sales shall adhere to the following rules:

- (a) All Garage Sales shall be confined to the garage and/or driveway area of the Unit.
- (b) A maximum of two (2) "Garage Sale" signs advertising the Garage Sale may be posted on the Property, but must be removed immediately upon the conclusion of the Garage Sale.
- (c) Garage Sales may not be held for more than three (3) consecutive days.
- (d) Garage Sales may not begin before 8:00 A.M. and must conclude no later than 5:00 P.M., each day.
- (e) Owners are responsible for all damage done to the Property by patrons of a Garage Sale.

2.5 Soliciting

No soliciting, including but not limited to any placement of materials on Townhouse and/or on or in Townhouse mailboxes, is permitted on the Property without the prior written consent of the Board. Political and governmental materials are excepted.

2.6 Newsletter

Advertisement will not be allowed in the newsletter distributed by the Association's agent. The Board reserves the sole right and authority to refuse any article in the newsletter it believes is not in the best interest of the Association, and/or is lewd, obscene and/or not in the public interest. The newsletter is a private publication for the Owners of Waterford Place. Any public distribution of the Newsletter is not intended and is prohibited.

2.7 Vehicle Sale

No vehicle may be displayed anywhere on the Property with "For Sale" signs affixed to it, except in the driveway serving the Townhouse owned by the vehicle owner. Any such signs must comply with Chapter 10 of these Rules and Regulations.

Chapter 3

Appearance Rules

3.1 Administrative Procedures

An Owner requesting approval for any modifications or improvements to the exterior of his or her Townhouse or Unit must fill out in duplicate an "Appearance Change or Improvement" form and submit it to the property manager. The Board will consider the application and the Owner will be notified of the Board's decision. Depending on the nature of the modification, building permits may be required from the Village of Sugar Grove. Please be advised that it is the responsibility of the individual Owner to obtain such permits. Owners shall be responsible for all damage to any Common Area resulting during any modification or improvement. In addition, the Owner shall be responsible for the cost of enforcing any modification application provisions, including, but not limited to all court costs, attorney fees, witness costs, etc.

Any changes/additions to the exterior of a Townhouse or Unit or structural changes to the interior of a Townhouse that are visible from the exterior of the Townhouse or which would alter a Party Wall or any exterior portion of the Townhouse, must be submitted to the Association with a detailed working drawing, to 1/4" scale, including a full description of the materials and colors before installation. No work may commence without the prior written approval of the Association. The Board has the authority to remove any modification or improvement that does not conform to the approved specifications or is in violation of the Declaration or Rules and Regulation and has not been corrected after notification to the Owner by the Association. Any cost associated with the removal of a modification, improvement or violation will be billed to the Owner.

3.2 Modifications and Easements

No permanent structure can be placed over an existing utility easement, nor shall any modification be placed in any swale to cause interference with drainage. Contact JULIE (1-800-892.0123) to locate utility lines before commencing work.

3.3 Antennas

Please refer to Chapter 13 of these Rules.

3.4 Fences

Fences are prohibited, except those fences installed by the Association.

3.5 Decks

Decks are prohibited.

3.6 Patios

See Exhibit "G" – Patio Extension. All Owners wishing to install, expand or make other changes to their patios shall be required to comply with the requirements set forth in Exhibit "G" attached to these Rules and Regulations.

3.7 Window Air Conditioners and Fans

All window air conditioners and fans are prohibited.

3.8 Attic Fans

Attic fans may be permitted subject to prior written Board approval. Whole house fans are prohibited. Professional, licensed, insured and reputable contractors shall be required to be used by Owners for the installation of all attic fans. No additional roof venting shall be permitted to be added or installed by an Owner.

3.9 Landscaping by Owners

A. Permanent Landscaping

Owners are prohibited from modifying any permanent landscaping (trees, shrubs, bushes, etc.) in the Common Area.

B. Flowers

Owners may plant and grow flowers in the mulched planting beds in front of and/or alongside of their respective Townhouses on the Owners' Unit, but only from April 15th to November 1st of each calendar year, except for fall plantings which may live longer. Provided, however, that Owners may not increase the mulched area on his or her Unit.

Common flowers, such as petunias and impatiens are acceptable. No flower that grows to a height in excess of twenty-four inches (24") may be planted by an Owner. Additionally, any type of green plant which spreads over an area is prohibited.

Each Owner is solely responsible for any planting of flowers around his/her Unit. This includes, but is not limited to, the initial planting, maintenance and removal thereof. The Owner is also responsible for replacing any and all mulch that he/she may remove to plant any flowers. The Association shall not be responsible for any injuries to Owners occurring during or as a result of planting of flowers by the Owner.

The Owner assumes all responsibility for any and all flowers, which may be damaged by, any and all of the Association's contractors, including the landscape

contractor. The Association shall not be responsible for reimbursing any Owner for any damage to flowers planted by the Owner.

Any and all flowers not removed (excepting for bulbs) by the respective Owner, by November 1 of each calendar year, will be removed by the Association and the cost of such removal will be charged to the respective Owner. Dead flowers at any time during the year must be promptly removed by the Owner. Any costs incurred by the Association in having dead flowers removed that an Owner fails to remove shall be charged back to the Owner.

No flowers shall be planted in a manner so that they interfere with and/or constrict the growth of the permanent landscaping of the respective Unit entrance-way.

The Board reserves the sole right and authority to issue supplemental rules and regulations to further define this Section, on the planting of flowers and/or direct any Owner to modify any planting of undesirable plant material, as the Board sees fit.

C. Minor Landscaping Modifications/Additions

An Owner may apply to the Association to perform minor landscape modifications to the immediate area outside of his/her Townhouse. Permission for same must be requested and approved in writing by the Board before any changes are made by an Owner. The Board reserves the sole right and authority to review and decide on any and all applications presented under this Section. The Board will make each decision based on the overall impact any such modification/addition will have on the Association as a whole.

D. Plant Bed Edging

No edging may be installed in plant beds or around trees. The Board may remove, or have removed, any plant bed edging.

3.10 Storm Doors

Storm doors may be installed, but only upon the prior written approval of the Association. All such storm doors shall be "full view" and be of a color approved by the Board for the Townhouse maintenance free trim. Exhibit "H" attached to these Rules and Regulations sets forth the type and style of storm door that meet the definition of "full view". However, choosing a door listed in Exhibit "H" does not exempt the Owner from obtaining the prior written approval from the Association, and it is strongly recommended that approval be applied for prior to purchasing a storm door. If you can find another storm door through another supplier, and it is similar to the ones listed, you may submit a request for this alternate door. However, it must be of similar type and color as listed above.

3.11 Garage Door Replacement

As provided in the Declaration, Owners are responsible for garage door replacement. All replacement garage doors must receive the prior written approval of the Board before they are installed and must be of the type that is standard for the Townhouses. It is strongly recommended that the Owner does not purchase a replacement garage door before Board approval is granted.

3.12 Awnings

Awnings, tents, canopies, or any other similar structures are prohibited. Provided, however, that temporary awnings, tents and canopies may be permitted for up to forty-eight (48) hours with the prior written approval of the Board. However, any such temporary items may not be staked into the ground.

3.13 Barbeque Grills/Fire Pits

A. Grills

Only charcoal, LP gas and electrical grills are permitted.

B. Grilling

Grilling shall only be permitted on the driveway or patio adjacent to an Owner's Townhouse. Grills may not be stored on the driveway. Grills must be kept at a safe distance from building surfaces until they adequately cool down, which shall be not less than five (5) feet from any Townhouse. Any damage caused as a result of use of grills shall be the responsibility of the Owner.

C. Firewood

The storage of any firewood or other combustible material, both outside and inside a Townhouse, is prohibited.

D. Fire Pits, Tiki Torches, etc.

Tiki torches, fire pits and any other similar devices (such as candles on a pole or stick, etc.) with an open flame are prohibited.

3.14 Gazebos and Other Structures

Gazebos, overhead structures, doghouses, dog runs, screened-in structures and/or other structures are prohibited, except those erected by and for the Association with Board approval.

3.15 Exterior Decorations

- A. No ornaments or decorations are allowed on or leaning against the exterior of any Townhouse. An exception can be made for seasonal decorations, if they are not attached to any part of a Townhouse exterior with permanent devices. Attaching decorations to a Townhouse with nails, screws, staples or other such attachments is prohibited. Small plastic or metal hooks or clips may be used to hang seasonable decorations only, if they are attached with an open type of hook or removable adhesive. These attachment items must be removed along with the seasonal decoration per the timeframe listed in these Rules and Regulations.
- B. Seasonal wreaths, lighting, decorations, etc. ("Holiday Decorations") are permitted, subject to the limitations set forth in these Rules and Regulations, but shall not be erected or visible on the exterior of any Townhouse or be visible from the street from within a Townhouse more than four (4) weeks prior to the official holiday, and shall be removed within four (4) weeks after the official holiday. Any damage to the Townhouse and/or Unit as a result of attaching any such decorations is the responsibility of the Owner.
- C. Decorations for birthdays or birth announcements are permitted, subject to the restrictions set forth in these Rules and Regulations. Any such decorations shall not be displayed or be visible on the exterior of any Townhouse, or visible from the street from within any Townhouse, more than five (5) days prior to the actual birthday or birth (the "Event") and shall be removed from the Property no later than five (5) days after the Event.
- D. Each Unit is permitted to have a maximum of two (2) lawn type decorations. These cannot exceed more than thirty-six inches (36") in height and must be constructed of a durable material that can withstand all weather conditions. Metal, concrete and durable glass materials are permitted. Plastic or similar products deteriorate quickly and will not be allowed. Wood items are permitted, provided that they are treated or painted and kept in good repair. Any item of decoration that becomes unsightly or damage, as determined in the sole discretion of the Board, must be removed by the Owner. All yard decorations must be kept within the mulch or tree circle area adjacent to the Townhouse. Any other type of decoration, including any decoration that is more than two feet (2') in width, must be approved by the Board in writing before any such decorations are installed or placed by an Owner.

A maximum of two (2) free standing flower trellises shall be permitted per Unit, provided that they may only be used for holding flowers and shall not be more than thirty-six inches (36") in height. No trellis may be attached to the exterior of a Townhouse or attached to a tree or bush. Each trellis must also be at least eighteen inches (18") away from a Townhouse.

Any of the items listed in this Section that are deemed to be in violation due to size, deterioration and/or location may be removed by the Association after a thirty (30) day letter of violation is sent to the Owner of the Townhouse where the violation occurs. Additionally, the Board may charge the costs of removing any such items to the Owner and may also fine the Owner for such violation.

- E. No permitted exterior decorations shall be installed with any screws, hooks, nails or any mounting device or apparatus that penetrates any exterior surface of the Townhouse, or in any way damages or defaces the exterior of the Townhouse or the unit.
- F. Permitted decorations shall not in any way and/or manner block and/or impede access to any Townhouse and Unit.
- G. Permitted decorations shall not contain any derogatory or profane language or pornographic or lewd images, as determined by the sole discretion and authority of the Board.
- H. The Association reserves the sole right and authority to remove any and all decorations in violation of any provisions of these Rules and charge back to the Owner, the cost of any such removal.
- I. No inflatable decorations are permitted.

3.16 Sporting Equipment

All permanent or portable play or sporting equipment or other similar items are prohibited to be used on the Common Area, sidewalks, visitor parking areas, pathways and alleyways (streets).

3.17 Portable Sporting/Recreational Equipment

Portable sporting equipment, such as portable basketball standards, are permitted to be used on the driveways serving each Townhouse provided they are removed and stored inside the Townhouse each day after use. Such portable sporting/recreational equipment may not be stored overnight on a driveway. Portable sporting/recreational equipment is not permitted on any landscaped areas at any time. Small children's pools of dimensions no larger than six feet (6') by six feet (6') and with a depth of not more than thirteen inches (13") are permitted on approved and installed patios only. Children's pools must be removed and stored within the Townhouse after use, each day, at all times throughout the year and may not be stored outside overnight. The Association reserves the sole right and authority to disallow and/or remove any of the referenced equipment in the event such items are unsightly, a nuisance, impede Association contractors and/or such items are in violation of these Rules and Regulations.

3.18 Flags

Both patriotic and decorative flags are permitted. A maximum of two (2) flag brackets shall be permitted per Unit. Vertical flagpoles are prohibited. No flag shall exceed the size of thirty-six inches (36") x forty-eight inches (48"), and no flagstaff shall exceed five feet (5'). The flag brackets shall be mounted on the two vertical portions of the garage doorframe, no less than six feet (6') from the ground. The flag bracket shall be an upward angled bracket with an angle of approximately forty-five (45) to sixty (60) degrees from vertical and shall be white or silver in color. Only two (2) flags per Unit may be displayed at any time, one on each side of the garage door frame or front post of the Townhouse as specified herein. The Association reserves the sole right and authority to deny and/or remove any obscene flag, as determined in the sole discretion of the Board.

3.19 Exterior Light Fixtures

- A. Only white, clear or yellow light bulbs are permitted in both the front and rear exterior light fixtures, except during permitted holiday periods, as detailed in Section 3.15 of these Rules and Regulations.
- B. No additional light fixtures, flood lights or motion sensors are allowed and no Owner shall install any replacement light fixtures.
- C. Walk way type lights are permitted along entrance sidewalks and/or flower beds, but shall not interfere with or impede landscape work.

3.20 Bug Zappers

Electric insect repellent devices are prohibited.

3.21 Kick Plates

Kick Plates are prohibited.

3.22 Exterior Garden Hoses

- A. All exterior garden hoses shall be coiled and stored on the ground in the mulched area or patio area, flush against the exterior surface of the Townhouse, adjacent to the sill cock, when not in use. Mounted hose holders on the exterior of any Townhouses are prohibited.
- B. Exterior garden hoses are only allowed to be stored outside between April 1st and December 1st of each calendar year. Exterior garden hoses shall be stored inside the Townhouse at all other times during each calendar year.

- C. No exterior garden hose shall be left laying on any turf, landscaped areas, driveway and/or sidewalk, when not in use.

3.23 Central Air Conditioners

Owners shall obtain the prior written consent from the Board before installing or replacing central air conditioning equipment, if the new equipment is more than twenty percent (20%) larger in size than the existing equipment. Additionally, any Owner wishing to install an energy efficient furnace that requires venting on the exterior of the Townhouse shall be required to obtain the prior written consent of the Board before installing any such system. A permit is required before installing or replacements of air conditioning and furnace equipment and systems.

3.24 Planters

Planters containing flowers or flowering plants will be allowed. Planters must be free standing and may not be hung on or attached in any way to the exterior of the Townhouse. The planter's height shall not exceed twenty-four inches (24"). Planters may be located on the porch, stoop or steps of the Unit, or on the approved patio only. Planters may not block or impede access to any Townhouse or Unit. Planters may also be hung from free standing plant pole hooks (Shepard's hooks) with a total of no more than six (6) hooks per Unit. This will include all pole hooks regardless of size and use.

3.25 Bird Feeders/Birdhouses

Bird feeders and/or birdhouses are prohibited in the Common Area. If displayed in the exterior of a Unit, such items must be attached to a free standing pole hook in any of the mulch areas or tree rings only. Such items are not permitted in or on any tree or bush. However, the total number of pole hooks cannot exceed a total of six (6) per Unit regardless of use and or size. One birdbath is permitted per Unit, and shall not exceed thirty inches (30") in height and shall not be more than twenty-four inches (24") in width. Birdbaths are only permitted in the mulch areas located on the Unit.

3.26 Pools

Temporary or permanent pools are prohibited on the exterior of any Unit, except for small children's pools as permitted within these Rules and Regulations.

3.27 Exterior Whirlpools, Jacuzzis and/or Spas (hereinafter "Spas").

Whirlpools, Jacuzzis and spas are prohibited anywhere on the exterior of a Unit.

3.28 Unit Window Treatments

Interior window treatments, which are visible from the exterior of any Townhouse, shall only consist of one of the following acceptable treatments: draperies, drapery sheers, blinds

(horizontal or vertical), shades, shutters, curtains or no treatment at all. Specifically prohibited window treatments include, but are not limited to, the following: bed linen, towels, newspapers, blankets, cardboard, tablecloths, paper, paint, tarps and/or plastic bags.

Chapter 4

Assessment Policy

4.1 General

The Association is funded almost entirely by assessments paid by each Member. The assessments are to be paid by the first of each month. Payment should be made by sending in your check payable to Waterford Place Townhome Association, to the address provided to you by the Association. Automatic payments are available. Please contact the Manager to start these type of monthly payments.

4.2 Delinquency and Late Charges

Any assessment not paid by the first of each month shall be deemed delinquent. A late charge of Twenty-Five Dollars and No Cents (\$25.00) per month shall be charged if payment is not received on or before the fifteenth (15th) day of each month.

4.3 Legal Proceeding

The Association reserves the right to initiate legal proceedings against any Owner who is delinquent on assessment payments, as more fully detailed within the Declaration. All court costs, attorney fees and any other costs or fees incurred, as a result of collection or legal proceedings against any Owner shall be added to the arrearage of the Owner.

4.4 Rule Violation-Penalties/Fines.

Any penalties/fines levied by the Board against an Owner for violations of these Rules and Regulations, which are not paid within thirty (30) days of the notification of the Board's decision, shall be deemed delinquent and subject to the above assessment enforcement procedures, become an addition to the assessment and subject to the late charge described herein.

4.5 Special Assessments

From time to time, the Association may levy a special assessment. All the assessment and enforcement procedures of this Chapter 4 apply to special assessments.

Chapter 5

Enforcement of Rules

A. Intent

The purpose of the enforcement section of these Rules and Regulations is to provide a governing mechanism that establishes a set of procedures that will enable the Board to reach decisions which will promote the common good of the Association. The Board reserves the right to consider mitigating circumstances when enforcing the Declaration, By-Laws or these Rules and Regulations. Such exceptions shall not constitute a waiver of the Association's right to enforce the Declaration, Bylaws and the Rules and Regulations in their entirety in the future. Unless the Board is notified of rule infractions by the Owners that witness them, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing Owners, each Owner's cooperation and participation is encouraged. Please note that the Board can only enforce violations of the Association's Declarations, By-Laws and Rules and Regulations. Any violations of governmental code or law must be referred to the appropriate governing body.

The remedies provided in these Rules and Regulations are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration or By-Laws to prevent or eliminate violations thereof or of these Rules and Regulations of the Association. Additionally, in the event the Board determines a violation to be of an exceptional nature, the Board reserves the right to forego the remedies provided in these Rules and Regulations and to instead pursue any and all rights and remedies provided at law, in equity, or in the Declaration or By-Laws to prevent or eliminate violations of these Rules and Regulations.

B. Fines

The Board of Directors has set up a fining structure for violations. The fining structure shall be as follows:

- 1st Offense Warning
- 2nd Offense \$50.00
- 3rd Offense \$100.00
- 4th Offense \$200.00, plus referral to the Association's attorney and an additional \$200 fine every fifteen (15) days until the violation is corrected.

C. Notice and Hearing Procedure

1. Any complaint which alleges a violation of the Declaration, By-Laws or Rules and Regulations shall be made in writing and shall contain substantially the same information as that set forth in the Violation Complaint attached hereto as Exhibit A. Such complaint shall be sent to the Board.

At a minimum, the complaint shall set forth:

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

When a complaint is made pursuant to the above, the 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 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 and forego the procedures set forth in these Rules and Regulations.

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.

2. If any Owner charged with a violation believes either that no violation has occurred or that he or she has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:
 - a. Within fifteen (15) days after the Notice of Violation has been served on the Owner pursuant to the provisions herein, the 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 (Exhibit C), which is attached to the Notice of Violation, and by returning it to the Board.
 - b. If a request for a hearing is filed, a hearing on the complaint shall be held before the Board at a meeting date and time selected by the Board, of which the Owner will be informed.

c. At any such hearing, the Board 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 Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote of the Board, whose decision shall be final and binding on the Owners and the Association.

d. Payment of any violations assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board has made its determination. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as Exhibit D.

3. If no request for a hearing is filed within fifteen (15) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate remedies shall be implemented. The 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 the Board.

D. Remedies

If an 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: If found to have committed a violation of a given provision of the Declaration, By-Laws or Rules and Regulations, the Owner shall be notified of the finding by the Association or its duly authorized agents that a violation has occurred and notified of the amount of the fine, if any, that will be charged to the Owner as set forth in these Rules and Regulations. In addition, any legal expenses and costs incurred by the Association or any actual damages incurred at the Association's expense may be charged back to the Owner.

Any Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. All charges imposed hereunder shall be charged to the Owner's account and shall be collectible in the same manner as any regular or special assessment against the Owner, as provided in the Declaration. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof.

Failure to rectify a violation can result in legal action and/or action by the Board to correct the violation, and all expenses incurred by the Association, including but not limited to attorneys' fees and court costs, in connection with any violations of the Declaration, By-laws, or these Rules and Regulations and/or the enforcement thereof shall be charged to the responsible Owner's account.

Chapter 6

Garbage and Recycling Collection

6.1 Collection

Garbage and recycling collection is generally scheduled for Tuesday of each week, excepting for certain holiday weeks, when collection will generally be made one day later. All recycling shall be placed in Village of Sugar Grove provided containers, in conformity with Village ordinance. Recycling items that do not fit in such carts must be neatly stacked and secured so they do not blow away. All garbage and recycling must be placed on the street edge (not in the street) of the Owner's driveway.

6.2 Restrictions

Under normal, dry weather conditions, garbage and/or recycling shall not be placed outside the Townhouse for pick-up prior to 6:00 P.M on the day prior to the day of collection.

6.3 Special Pick-Up.

Owners that have very large items for garbage collection may be required to schedule a special pick-up with the garbage collection company.

6.4 Container Storage

Garbage and recycling containers shall not be stored anywhere outside of a Townhouse during non-collection hours, as detailed in this Section 6. All garbage and/or recycling containers shall be placed within a Townhouse no later than 11:00 P M on the day of collection.

6.5 Container Markings

All garbage and recycling containers shall be clearly marked with the Owner's address. The Association may discard any and all garbage and/or recycling carts found in any Common Area, which are not clearly marked.

Chapter 7

Insurance

7.1 Insurance of Townhouses

As further detailed in Section 9.01 of the Declaration, the Association provides fire/hazard insurance for the Townhouses. However, as detailed in Section 9.07 of the Declaration, the Association's is not responsible for insuring additions, alterations or improvements to a Townhouse made by any owner (either the current owner or a previous owner), unless the Association is informed, in writing, by the Owner of a Townhouse of any such additions, alterations or improvements to his or her Townhouse and the Owner shall be responsible for paying any additional premiums required to insure such additions, alterations and/or improvements.

7.2 Owner Insurance

As further detailed in Section 9.06 of the Declaration, each owner is required to carry insurance on his or her personal property and belongings within his or her Townhouse and is also responsible for carrying personal liability insurance coverage.

Chapter 8

Limitations, Use and Occupancy Restrictions

8.1 Animals

- A. No animals, livestock or poultry of any kind shall be raised, bred, or kept in, on or around any Unit except for dogs and cats and other animals defined by custom and practice to be household pets in the Chicagoland area. Due to the nature of this community and the limitations within each Townhouse, the maximum number of cats or dogs allowed in any Townhouse shall be limited to two (2) cats or two (2) dogs, or any combination thereof totaling two (2). In addition only six (6) birds are permitted. No exotic pets are permitted.
- B. All pet owners are responsible for immediately cleaning up after their pets on the Common Area. All pet owners shall comply with all Village ordinances pertaining to pets. No dog stakes or posts shall be placed in or on the Common Area. Notwithstanding the aforementioned, a dog stake or post is permitted within an approved patio area, installed securely in the ground next to patio. Common Area around Units are not to be considered the primary toilet for pets.

- C. All animals shall be leashed when not within a Townhouse.
- D. All pet owners are responsible for damage caused by their pets.
- E. When walking pets on the bike path and/or on public sidewalks within the Association, all pets are required to be kept on a leash and kept on the bike path or sidewalk only, and not allowed to roam throughout any Common Area not directly adjacent to the pet owners Unit. In addition, the pet owner must pick up after his/her pet immediately when walking them on the bike path or public sidewalks within the Association. No pet shall be attached to any tree or other landscape.

8.2 Nuisances

No nuisances shall be permitted. Nuisances shall be defined as any activity which unreasonably disturbs the peaceful enjoyment of the Townhouses or Common Area, or affects the health or safety or welfare of the Occupants, or other Owners or property, or detracts or threatens to detract from the property values of the Townhouses or Common Area.

8.3 Quiet Hours

In order to promote the peaceful enjoyment of the Units and Common Area by all Owners, all Owners must minimize any and all noise activities emanating from their respective Townhouse and Unit (interior and/or exterior), whether created by individuals and/or through mechanical devices, during the following hours of each day of each week:

<u>Day</u>	<u>Quiet Hours</u>
Sunday thru Thursday	10:00 P.M. to 7:00 A.M. of the following morning
Friday and Saturday	11:00 P.M. to 8:00 A.M. of the following morning

8.4 Commercial Activities

No commercial activities of any kind, unless otherwise provided by the Declaration, By-Laws, or these Rules and Regulations, shall be conducted in any Townhouse or on the Property by Owners or Occupants.

8.5 Easements

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

8.6 Auto Repairs

Owners and Occupants are restricted to repairing only their own vehicles. All repairs shall be restricted to the garage of said Townhouse.

8.7 Lawn Furniture

Lawn furniture shall not be left out overnight on any turf and/or landscaped area within the Association Property.

8.8 Patio Storage

Only lawn furniture, grills, planters and/or children's recreational items may be stored on approved patios between December 2nd of the current calendar year and March 31st of the following calendar year. All items are to be neatly stored and secured, as to not be blown off the respective patio. Any and all items found by the Association in any portion of the Common Area may be discarded by the Association.

8.9 Laundry/Clotheslines

No laundry and/or clotheslines shall be placed on the exterior of any Unit or on the Common Area. Hanging or placing any items at any time, including but not limited to, planters, torches, rugs, coats, or laundry is prohibited, except as otherwise specifically permitted in these Rules and Regulations or the Declaration.

8.10 Storage Sheds/Doghouses

Storage sheds, storage boxes, containers, doghouses and dog runs are prohibited on the exterior of a Unit as well as on any patio.

8.11 Prohibited Uses of Units for Insurance Purposes

Nothing shall be done or kept in any Townhouse, Unit or on the Common Area that will increase the rate of insurance on the Townhouses and/or the contents thereof without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his or her Townhouse or Unit or on the Common Area which will result in the cancellation of insurance on any part of the Property including, but not limited to, the Townhouses, or contents thereof, or which would be in violation of any law. No waste shall be committed on the Property.

8.12 Interference with Association Contractors, Workmen or Employees

At no time shall any Owner interfere or attempt to interfere, direct, instruct or harass any contractor, workmen or employees employed by or under contract with the Association. The Association reserves the right to assess penalties and/or take appropriate legal action against any Owner involved in any of the above referenced conduct. Concerns or complaints regarding work being done by contractors, workmen or employees of the Association shall be directed to only

the Association's management company. In addition, the Association will have access to each Townhouse and Unit from time to time as may be necessary for the maintenance, repair or replacement of any part of the Common Area or for making emergency repairs to prevent damage to the Common Area or other Townhouses or Units.

8.13 Wetlands

The Association is charged with the responsibility to maintain and preserve the wetlands located in and around the detention area of the Association Property as shown on the Plat (the "Detention Area"), pursuant to requirements of the United States Corps of Engineers set forth in applicable wetlands maintenance plans. Because of the strict regulations the Association is required to adhere to related to the Detention Area, the Association must prohibit any use or damage to the Detention Area, including any injury to the wetland inhabitants, by any Owner, family member, pet or other animal, guest or invitee. Therefore, the following rules shall be strictly enforced with respect to the Detention Area:

1. No Owner, family member, pet, guest or invitee of the Owner shall enter into the wetlands for any purpose.
2. Nothing shall be placed, dispersed, discarded or thrown into or near the wetlands, including, but not limited to, trash, debris, fertilizers, herbicides or waste of any kind, including, but not limited to pet waste.
3. No Owner, family member, pet, guest, or invitee of the Owner shall kill, cause to be killed, harass or pursue any animal, whether mammal, bird, fish, reptile, amphibian or invertebrate, or damage, destroy or disturb any nest or habitat in or near the wetlands.
4. No Owner, family member, pet, guest, or invitee of the Owner shall bring or allow any dog, cat or other pet to enter into or near the wetlands for any reason.
5. No Owner, family member, pet, guest, or invitee of the Owner shall cut, break, injure, destroy, take or remove any tree, shrub, timber, flower or plant.

8.14 Fireworks

Discharging fireworks on the Property is prohibited.

8.15 Newspaper/Flyer Accumulation

Owners shall promptly pick up any and all newspapers and similar materials placed on their respective driveways. The Association may clear a Unit driveway of newspapers/flyers if four (4) or more newspapers/flyers accumulate on the driveway and may charge back the respective Owner for any such removal.

8.16 Emergency/Census Form

Each new Owner, upon purchasing a Townhouse, is required to execute and provide to the Association's property manager when thirty (30) days of purchasing a Townhouse, the Emergency/Census Information Form attached to these Rules as Exhibit "I". Additionally, each Owner shall provide the Association's property manager with a completed Emergency/Census Information Form within thirty (30) days of receipt of the required form as issued from time to time by the Association. If any information on the form changes (e.g. Owner gets a new car, new pet, desires to change emergency contact person, etc.), the Owner is responsible for submitting an updated Emergency/Census Information Form to the Association's property manager within thirty (30) days of the event requiring the change in information. Additionally, an updated Emergency/Census Information Form must be submitted by each Owner leasing his or her Townhouse to the Association's property manager for each new tenant prior to the tenant's occupancy of the Owner's Townhouse. Any Owner failing to submit an executed Emergency/Census Information Form within the timeframe provided shall be subject to a fine. Additionally, any Owner leasing his or her Townhouse that fails to submit an executed Emergency/Census Information Form prior to each tenant's occupancy of the Townhouse may also lose the right to lease his or her Townhouse and the Association may seek to evict the tenant(s) from his or her Townhouse under Article IX of the Code of Civil Procedure for the Owner's failure to submit the completed Emergency/Census Information Form.

Chapter 9

Maintenance

9.1 Common Area

The Association shall maintain, repair and/or replace the Common Area.

9.2 Landscaping

The Association shall maintain all landscaping on the Common Area. The Association maintenance does not include a duty to water. Owners are responsible for sufficiently watering, as determined in the sole discretion and authority by the Board, all landscaping adjacent to and/or surrounding their Units. In addition, should landscaping die as a result of negligence by the Owner, the Owner shall be responsible for any and all replacement. The Association may replace such dead landscaping and charge the Owner for any and all costs. The Board reserves the sole right and authority to issue supplemental rules, in addition to those contained herein, on the Owners' watering responsibilities.

9.3 Townhouses

The Owner is responsible for the interior maintenance, repair and replacement of the Townhouse. Each Owner is also responsible for the windows (except window sashes) and garage door and storm doors located on such Owner's Townhouse. In the event any damaged window or window screen is not repaired or replaced within thirty (30) days of the damage occurring, the Association shall have a right to impose a fine without first issuing a warning as provided in Chapter 5(B) of these Rules and Regulations.

9.4 Mailboxes

The Association shall maintain, repair and replace the individual mailboxes serving Townhouses, including any cluster mailboxes, but excluding the mailbox lock and key which shall be the responsibility of each Owner for his or her mailbox. However, in the event of damage or destruction of a mailbox or an entire group of mailboxes as a result of the negligence of a Owner, their guests or invitees, the Association may repair or replace the mailboxes and charge the Owner for the cost of repair or replacement.

9.5 Maintenance Responsibility Index

The following is a quick index to determine maintenance responsibility. This is provided for easy reference purposes. Each Owner should review Article VIII of the Declaration regarding his or her complete maintenance, repair and replacement obligations:

Maintenance Responsibility Matrix

Item	Association	Owner
Roofs/gutters/downspouts	X	
Siding/stucco boardbrick veneer	X	
Fascia/soffit/trim	X	
Windows (other than sashes)		X
Window sashes	X	
Doors and door frames (except garage and storm)	X	
Garage doors, door components and electric opener		X
Storm doors		X
Cement walks and stoops	X	
Patios (installed by developer during original construction)	X	
Patios (any not installed by developer during original construction)		X
Doorbell (except doorbell button)		X
Doorbell button	X	
Driveways	X	
Foundations		X
Utility lines and pipes serving more than one Townhouse	X	
Utility lines and pipes serving only one Townhouse		X
Exterior light fixtures (except light bulbs)	X	
Exterior light bulbs		X
Address numbers for Townhouses	X	
Mailboxes, including clusters, except for lock and key	X	
Mailbox lock and key		X
Lawn/shrubs/trees (except watering)	X	
Lawn/shrubs/trees watering		X
Interior structural walls		X
Appliances		X
Plumbing and electrical fixtures		X
Storm sewers	X	
Detention Area	X	
Interior decorating (cabinets, carpet, tile, window treatment, etc.)		X
Perimeter walls, floors, ceilings		X
Snow removal from parking areas, private streets, cluster mailboxes, driveways, service walks and front cement stoops	X	
Glass surfaces		X

Chapter 10

Parking

10.1 Parking on Driveways

Each Owner has been provided with four (4) total parking spaces, two (2) in his/her garage and two (2) on his/her driveway; provided, however, that only operable conventional passenger vehicles may be parked within driveways except as otherwise specifically provided in the Declaration or these Rules and Regulations. Additionally, no operable conventional passenger vehicle may be parked on a driveway for more than fourteen (14) consecutive days without being operated at least once during that period of time.

10.2 Disabled & Abandoned Vehicles

Disabled and/or abandoned vehicles are prohibited from being parked or stored on the Property, excepting disabled vehicles parked wholly within the garage of a Townhouse. Unit driveways are not to be used for vehicle storage.

10.3 Parking Regulations

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

10.4 Obstruction of Access

No vehicle shall be parked over or beyond the curb.

10.5 Heavy Vehicles

All vehicles with a gross weight in excess of 5,000 pounds (lbs.) are prohibited from parking or being stored anywhere on the Property, other than completely within a garage. Provided, however, that such vehicles are permitted to be parked, subject to these Rules and Regulations, in a driveway on a Unit for no more than forty-eight (48) total hours per calendar month for purposes of loading and unloading such vehicles. The Association shall permit certain hired, rented and/or borrowed trucks and/or vans being utilized for the sole purpose of moving an Owner or Occupant in or out of a Townhouse. Such moving vehicles shall be allowed on the Association streets ONLY during loading or unloading, and are prohibited from being parked on the driveways or visitor parking areas at any time, without the prior written consent of the Association. Portable moving units are permitted in the driveways only for ten (10) days for moving in or out. No moving vehicles are permitted to park or drive on or across any Common Area. Some large vehicles may be permitted on certain areas as needed for necessary repairs, but must have the prior written approval of the Board before coming onto the Property.

10.6 Commercial & Recreational Vehicles

No boat, truck, commercial vehicle, airplane, trailer, house trailer, camper, snowmobile, ATV, go-cart, motorized scooter, non-operable vehicle or motorized recreational vehicle (RV) shall be parked, either permanently or temporarily, in the open on any portion of the Property including, but not limited to, on any driveway on a Unit; such items may only be parked completely within a garage. Provided, however, that such items are permitted to be parked, subject to these Rules and Regulations, in a driveway on a Unit for no more than forty-eight (48) total hours per calendar month for purposes of loading and unloading such items. No street on the Property may be used by a go-cart, ATV and/or any other motorized mode of transportation which is banned from street use by Village of Sugar Grove ordinance. Vehicles in violation of this Section are subject to being towed at the vehicle owner's expense. "Commercial Vehicles", as used in these Rules and Regulations, are defined as any vehicle that displays any logos, signs or advertising of a business and/or contains any exterior, specialized equipment and/or attachments for use in a commercial enterprise. "Commercial Vehicles" also include vehicles "wrapped" in advertising where the vehicle owner receives compensation for having his/her vehicle display advertising for a product and/or service. Governmental vehicles shall be excepted.

10.7 Off-Street Parking Spaces / Visitor Parking

All vehicles are prohibited from parking on the private streets within the Property at any time. These streets are posted as fire lanes and the Village of Sugar Grove Police can and do ticket vehicles in violation. Because parking is limited within our community, the visitor parking spaces are for VISITORS/GUEST'S ONLY. These are not extra parking spaces for Townhouse Owners. An exception can be made for Owners for a short time (up to three hours) for an Owner to clean his/her garage and/or driveway. Vehicles in violation can be towed at the vehicle owner's expense and/or the Owner of the Townhouse from which the vehicle is from can be fined by the Association.

10.8 Vehicle Access to Landscaped Common Areas Prohibited

No vehicle shall be parked or driven on or across any landscaped area within the Association Property for any reason, including but not limited to, the installation of any authorized improvement. Vehicles of contractors, workmen and employees employed by and specifically authorized by the Association shall be excepted.

10.09 Parking Violations

Vehicles found to be in violation of any of these parking rules may be removed by the Association at the Owner's expense. In addition, the Association reserves the right to assess fines and/or penalties against the Owner for any violation of the above parking rules by the Owner or his/her family members, tenants, guests or invitees.

10.10 Streets Use

The private streets of the Association are intended for vehicle traffic use only. The streets are not and were not intended as recreational or play areas, and there shall be no playing or other recreational activities on the private streets located on the Property.

10.11 P.O.D.S.

Portable on demand storage containers ("PODS") may only be placed on Unit driveways with prior written Board approval and for no longer than ten (10) consecutive days.

Chapter 11

Ownership, Sales and Leases

11.1 Sales or Transfer of Unit Ownership

All Owners must notify the Association's property manager of their intent to sell or transfer their Units, upon the execution by the Owner of an agreement and/or contract to sell or transfer the Unit. Upon written request, the Association will provide the Owner with an assessment letter at the Owner's expense, should one be required, within the timeframe set forth in the Declaration.

11.2 Exterior Inspection

Prior to the sale or ownership transfer of a Unit is final, the Association's property manager will conduct an exterior inspection of the Unit and Townhouse and notify the current Owner of any necessary repairs they are responsible for. In the event the current Owner fails to make any such referenced repairs, the Association may make the repairs and assess the current Owner's account for any and all repair costs.

11.3 Multiple Units

No Owner shall own more than one Unit at a time.

11.4 Leasing Restricted

As provided in Section 10.13 of the Declaration, the maximum number of Townhouses that may be leased at any given time is ten (10) Townhouses, unless one of the exceptions set forth in the Declaration apply.

11.5 Wait List Procedures

1. As provided in the Declaration, the maximum number of Townhouses that may be leased at any given time is ten (10) Townhouses. Except as otherwise specifically provided in the Declaration, no Owner may lease his or her Townhouse if doing so would result in more than ten (10) Townhouses being leased at a given time. In order to help the Association make sure that this leasing cap is not exceeded, an Owner wishing to lease his or her Townhouse must follow these steps:
 - a. The Owner must notify the Association's management company, in writing, of his or her interest in leasing his or her Townhouse;
 - b. The management company will, within fourteen (14) days of receipt of the Owner's intent to lease, inform the Owner of the number of currently leased Townhouses:
 - i. If the current number of leases is greater than or equal to ten (10) Townhouses, the management company will compile and maintain a "wait list" consisting of those Owners who have notified the management company, as described above, of the desire to lease their Townhouse. All submissions will be processed in the order in which they were received. An Owner, having notified the management company of the desire to lease, will have his or her name added to the end of the wait list.
 - ii. If the current number of leases is less than ten (10) Townhouses, and if there is no wait list, then Townhouse leases are allowed on a first-come, first-lease basis, until ten (10) Townhouses are leased.
2. Once an Owner advances to the top of the wait list, if ten (10) Townhouses are not being leased at the time, the management company will notify the Owner, in writing, that the Owner now has permission to lease their Townhouse. Upon receiving this notification, the Owner has ten (10) days to inform the management company, in writing, of their choice of the following options:
 - a. Decline – the Owner forfeits his or her opportunity to lease at that time and the Owner's name is removed from the wait list. Any Owner failing to respond in writing to the management company's notification within ten (10) days shall be deemed to have declined the opportunity to lease his or her Townhouse and his or her name will be removed from the wait list.
 - b. Pass the option – an Owner is allowed to pass one (1) time. If an Owner exercises his or her right to "pass," the Owner immediately behind the passing Owner moves to the top position on the wait list. The passing Owner then moves down the list, by one (1) position, holding the next open position. Once an Owner has passed one (1) time, then the next time he or she moves to the top of the wait list, he or she must proceed with a lease, decline the option, or move to the end of the wait list.
 - c. Proceed with the lease – Under this option, the Owner will have ninety (90) days to enter into a lease for his or her Townhouse. The ninety (90) day period begins from the date the management company notifies the Owner that the Townhouse may be leased. At any time during those ninety (90) days, the Owner may voluntarily relinquish his/her opportunity to lease. If the Owner does not lease his

or her Townhouse within the ninety (90) day period, he or she will lose the opportunity to lease his or her Townhouse and will move to the end of the wait list.

3. The above procedures notwithstanding, Owners of Townhouse that are being leased shall be permitted to renew those leases with the current tenants, provided that the Owner complies with the following procedures:
 - a. If an Owner desires to renew the lease with the current tenant, the Owner shall notify the management company, in writing, of such desire prior to the termination date of the current lease and shall provide the management company with a copy of the renewal lease prior to the date it is scheduled to begin.
 - b. If the Owner does so timely notify the management company, in writing, and provide a copy of the renewal lease, the Owner shall not be required to comply with the requirements of paragraph 2 of this Section and shall not be required to go on the above-referenced wait list, if applicable, and may proceed to lease his or her Townhouse to the same tenant currently leasing the Townhouse.
 - c. Provided, however, if the Owner does not supply the management company, in writing, with a copy of the renewal lease prior to the date such lease is scheduled to begin, the Owner shall not be exempted from complying with the requirements of paragraphs 1 and 2 of this Section. In that situation the Owner must follow the requirements of paragraphs 1 and 2 of this Section including going on the wait list, if applicable, if the Owner desires to lease his or her Townhouse.
 - d. If an Owner leasing his or her Townhouse desires to lease such Townhouse to a different tenant at the expiration of the lease for the current tenant, such Owner shall have the opportunity to do so without being required to comply with the requirements of paragraph 2 of this Section and without being required to go on the above-referenced wait list, if applicable, provided that such Owner enter into a new lease for his or her Townhouse within ninety (90) days after the date the prior lease for such Owner's Townhouse ended, and further provided that such Owner provides the management company with a copy of such lease.
 - e. Provided, however, that any Owner leasing his or her Townhouse that desires to lease such Townhouse to a different tenant but fails to enter into a new lease for his or her Townhouse within ninety (90) days after the date the prior lease for such Owner's Townhouse ended shall be required to follow the requirements of paragraphs 1 and 2 of this Section including going on the wait list, if applicable.
4. All Owners who have expressed an interest in leasing their Townhouses to the management company, in writing, prior to the effective date of these Rules and Regulations shall be considered to be on the wait list, in the order in which they informed the management company of their interest in leasing their Townhouses. After these Rules and Regulations takes effect, the management company will notify the Owner at the top of the wait list of his/her position at the top of the wait list and the procedures of in paragraph 2 of this Section will apply.

11.6 Additional Leasing Provisions

Section 10.13 of the Declaration contains a number of requirements and provisions related to leasing of Townhouses that each Owner should become familiar with. Additionally, the following provisions relate to leasing of Townhouses:

1. Each Owner leasing his or her Townhouse shall abide by, and the Townhouse must conform to, all of the Village of Sugar Grove laws and codes for rental property.
2. A valid certificate of content insurance covering those items internal to the Townhouse for which the Owner is responsible must be on file with the Association's property manager at all times during which a Townhouse is being leased.
3. All leases must be between the Owner of the Townhouse and the tenant occupying the Townhouse. No subletting is allowed.
4. Prior to occupancy, every tenant of a Townhouse and every Owner leasing his or her Townhouse shall be required to execute the Lease Rider attached to these Rules and Regulations as Exhibit "E" and return same to the Association's property manager. If any Townhouse is occupied by a tenant without a Lease Rider executed by both the Owner and all tenants first being provided to the Association's property manager, the lease shall be considered to be in violation of these Rules and Regulations and the Declaration and the Association shall have all rights to enforce the Declaration and these Rules and Regulations available to it including, but not limited to, the right to seek the eviction of the tenant(s) under Article IX of the Code of Civil Procedure.
5. As provided in Section 10.13(c) of the Declaration, Owners have the ability to apply for a hardship exception to the leasing cap contained in the Declaration. Any Owner wishing to be granted a hardship exception to lease his or her Townhouse must submit such a request, in writing, to the Board and the Board will consider the request and the reason(s) given by the Owner for same. If the Board decides that a hardship is warranted, the Owner shall be permitted to lease his or her Townhouse for a maximum of twelve (12) months under such hardship.
6. The Association reserves the right to charge Owners a processing fee for all sales, leases, inspections and requests for account statements, which is subject to change without notice at the sole discretion of the Board.
7. In addition to those remedies provided in the Declaration for violations of the leasing restrictions contained in the Declaration or in these Rules and Regulations, any Owner leasing his or her Townhouse in violation of the

Declaration or these Rules and Regulations may be subject to a fine levied by the Association.

Chapter 12

Unit Owner Hints and Other Rules

12.1 Drainage

Owners shall not block downspouts and/or any swales so as to impede drainage within Waterford Place.

12.2 Frozen Pipes

On bitterly cold days, frozen pipes could be a problem. Be sure to keep the thermostat set at a reasonable temperature; open cabinets to allow air to circulate around pipes; keep water dripping slightly through all faucets. If you are going on a vacation in the winter, contact a licensed plumber on how to winterize your pipes. Further, Owners are responsible for their garden hoses and any sillcocks the garden hoses are attached to. Be sure to disconnect all garden hoses by November of each year.

12.3 Humidifier Use

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

12.4 Warranties

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

12.5 Storm Doors

In order to avoid extreme heat build-up, which may cause damage to door moldings and/or inserts, Owners should remove glass panes and insert screens in early spring. Owners are responsible for repairing any damage to door moldings or door inserts. Additionally, door

blistering is a problem during warmer months. Any painting of front doors that is made necessary as a result of extreme heat from a storm door shall be the responsibility of the Owner.

12.6 Dryer Vent Cleaning

The Association shall have the dryer vents located in each Townhouse cleaned at least once every twenty-four (24) months for purposes including, but not limited to, removing any blockages within the dryer vents such as lint, bird's nests and other debris and items. Each Owner shall be required to permit access to his or her Townhouse to the Association's chosen contractor on the date(s) selected by the Association and/or contractor for the cleaning of the dryer vents within the Owner's Townhouse. The Association will make an effort to notify Owners ahead of time of the potential dates for such cleaning. In the event an Owner refuses to grant access to his or her Townhouse to the Association's contractor and/or fails to provide access at the scheduled date and time for cleaning, the Owner shall be subject to a fine as provided within these Rules and Regulations, in addition to any and all other remedies available to the Association as provided in the Declaration, By-Laws, these Rules and Regulations or otherwise provided at law or in equity. All costs incurred by the Association in having the dryer vent cleaned for a Townhouse will be charged back to the Owner of such Townhouse and shall be the sole responsibility of such Owner. Failure to pay such charges shall subject the Owner to all remedies available to the Association that are available for unpaid assessments.

12.7 Outside Garage Lights

Because there are no streetlights within Waterford Place (except the one next to our gazebo) we strongly encourage Owners to turn their garage light on every evening at dusk. To simplify this task, a photo eye switch, or timer can be installed.

12.8 Garage Doors

For both the Owner's safety, and the good appearance of our community as a whole, we strongly request garage doors be closed whenever the Owner or tenant is not working in or around the Unit.

Disclaimer:

The above hints and information in this Chapter 12 are offered for informational purposes only. The Association, its agents and employees disclaim all liability for any and all claims, which result from following or not following any of the hints contained herein.

Chapter 13

Satellite Dishes and Antennas

13.1 Preferred Location

1. No radio or television receiving or transmitting antenna or satellite dishes shall be installed in the Common Area without the prior written consent of the Association. In order to avoid leaking into Townhouses through the roofs, each roof already contains a bracket for a satellite dish, and Owners desiring to install a satellite dish are required to install such dish in the already existing bracket.
2. Any Owner claiming to be unable to receive an adequate reception from a satellite dish placed in the already existing bracket on the roof and who wishes to install a satellite dish somewhere on his or her Townhouse or Unit other than the already installed bracket shall be required to submit an application to the Board in the same manner as with other exterior modifications or improvements and shall be required to obtain the prior written consent of the Board before installing a satellite dish anywhere other than in the already existing bracket on the roof.

13.2 Notification

After installation, an Owner is required to notify the Association, in writing, that he/she has installed a satellite dish within ten (10) days of the date of installation by executing the Satellite Dish Installation Notification Form (attached as Exhibit "F") and providing this to the Association's property manager. Any damage caused to a roof or other portion of a Townhouse as a result of installation or use of a satellite dish shall be the responsibility of the Owner that installed the satellite dish and any and all costs incurred by the Association in repairing any such damage will be charged back to such Owner. Any cancellation or voiding of a warranty caused as a result of the installation or use of a satellite dish by an Owner shall be the responsibility of the Owner. Upon installation of a satellite dish, the Association may conduct an inspection of same and, if the Board in its sole determination concludes that the satellite dish as installed poses a safety hazard, the Board may instruct the Owner to install the satellite dish in a different manner.

13.3 Installation to Comply with All Laws

Any installation of a satellite dish shall be at the Owner's sole expense and shall be in compliance with all applicable laws, codes, ordinances, regulations and industry standards including, but not limited to, all FCC regulations and shall be in a safe and proper manner. If a professional installer is used, the installer must be insured and bonded.

13.4 Size and Color

1. No satellite dish greater than one (1) meter in diameter shall be installed.
2. No more than two (2) satellite dishes may be installed on any Unit unless the Owner claims to require more than two (2) satellite dishes to receive the television reception he/she desires. Any Owner claiming to require more than two (2) satellite dishes to receive the reception he/she desires shall provide the Association's property manager with the documentation demonstrating same.
3. Satellite dishes are required to be a neutral color, such as gray, beige, black or white.

13.5 Other Miscellaneous Rules

1. All energy required to operate any satellite dish or antenna shall be at the sole expense of the respective Owner.
2. All devices should exhibit an Underwriters Laboratory (UL) or equivalent label.

13.6 Removal

In the event a satellite dish or antenna is removed, the Owner shall restore the Townhouse and Unit to the condition it was in prior to the installation, normal wear excepted, at the Owner's sole cost and expense.

13.7 Severability

In the event any specific provision of this Chapter 13 is found to be unenforceable, all other provisions of this Chapter shall remain in full force and effect.

Waterford Place Townhome 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

Date Signed

, 20

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 _____, 20____, 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 FIFTEEN (15) DAYS OR FAIL TO APPEAR AT A HEARING (PER YOUR REQUEST) ON THESE CHARGES, YOU WILL BE FOUND TO HAVE COMMITTED THE VIOLATION(S) BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT. ADDITIONALLY, IF YOU REQUEST A HEARING AND FAIL TO APPEAR, THE HEARING MAY PROCEED WITHOUT YOU.

IF A VIOLATION EXISTS WHICH HAS RESULTED IN DAMAGE TO ANY COMMON AREA OR HAS RESULTED IN ANY DAMAGE OR ANY UNAUTHORIZED CONDITION ON THE PROPERTY AND IT IS DETERMINED THAT YOU ARE RESPONSIBLE FOR SUCH DAMAGE, THE ASSOCIATION MAY CORRECT THE VIOLATION AND ANY SUCH DAMAGE AT YOUR EXPENSE. Please consult the Association's Declaration and 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 fifteen (15) days.

Waterford Place Townhome Association

BY: _____ ADDRESS: _____

TITLE: _____

cc: Regular Mail

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 _____, 20____, alleging a violation of the Declaration, By-Laws or Rules and Regulations of the Waterford Place Townhome Association.

Owners Signature

Owners Printed Name

Address City State Zip

Phone Date

NOTICE OF DETERMINATION REGARDING VIOLATION

TO: _____ DATE: _____

On _____, 20____, 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; OR
- ☐ You have admitted to the violation by DEFAULT and waived your 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 to have committed the alleged violation 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.
- ☐ 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.
- ☐ As a result of a second or subsequent violation, we have instructed the Association's attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

Waterford Place Townhome Association

BY: _____ ADDRESS: _____

TITLE: _____

WATERFORD PLACE TOWNHOME ASSOCIATION**RIDER TO LEASE**

BETWEEN: (Lessor/Landlord/Homeowner) _____ AND

(Lessee/Tenant) _____

WATERFORD PLACE ADDRESS: _____

This Rider is added to and made a part of the attached lease in accordance with the Rules and Regulations of Waterford Place Townhome Association ("Association"). By this Rider the undersigned parties to said lease expressly acknowledge and agree that in accordance with Article X of the Association's Declaration, Chapter 11 of the Association's Rules and Regulations and Section 1-35 (a) of the Common Interest Community Association Act of Illinois (765 ILCS 160/1-35(a)), every lease and the parties thereto, shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms of the Declaration, By-Laws and/or Rules and Regulations of the Association shall be a default under the lease and shall subject the parties to the disciplinary and enforcement powers of the Association, including but not limited to, the right of the Association to terminate the lease and evict the lessees under the provisions of Article IX of the Illinois Code of Civil Procedure.

In addition, the Indian Trail Townhome Association 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 or Association shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same. Lessor and Lessee shall be jointly and severally liable to the Association for any attorneys' fees and/or costs incurred enforcing the provisions of the Lease, this Rider, the Declaration, By-Laws or Rules and Regulations of the Association.

By our respective signatures below, we hereby acknowledge that we have received a copy of the Declaration, By-Laws and Rules and Regulations of the Waterford Place Townhome Association and that we have read this Rider, understand its contents and agree to be bound by its terms.

Lessor (Landlord/ Homeowner) please print_____
Lessee (Tenant) please print_____
Lessor (Landlord/ Homeowner) signature_____
Lessee (Tenant) signature_____
Date Signed_____
Date Signed

NOTE: A fax or other legally acceptable duplicate of the signed original of the Lease and this Rider must be returned to the Managing Agent for the Association for its files in accordance with the Rules and Regulations of the Association.

**WATERFORD PLACE TOWNHOME ASSOCIATION
SATELLITE DISH INSTALLATION NOTIFICATION FORM**

Name _____ Address _____
 Phone _____ Size of Dish _____
 Date of Install _____ Installation Company _____

1) Satellite Dish and Supports

By my signature below, I hereby agree and state that the satellite dish installed on my Townhouse meets the following:

- a) Does not exceed one (1) meter in diameter.
- b) Is mounted in accordance with the provisions contained in the Waterford Place Townhome Association Declaration, By-Laws and Rules and Regulations.
- c) Is not installed on any portion of the Common Area.
- d) Will appear clean at all times. Owner is responsible for and must complete appropriate maintenance to dish.
- e) Dish and supports must be stable. If a support appears to be a threat to the safety of residents or building structure, it must be replaced immediately.
- f) I understand that I will be responsible for any and all damage caused by the installation or use of the satellite dish by me and will further be responsible in the event the installation or use of the dish by me voids or cancels any warranties related to any of the Townhouses.

2) Failure to follow good judgment and the standards listed above:

Failure to follow good judgment and the standards listed above will result in action by the Board of Directors. After a dish is installed, it will be inspected. The Board of Directors reserves the right to request a correction to the installation method (or the removal of the dish) if the Board determines that the installation contradicts the standards listed above or the Declaration, By-Laws or Rules or general good judgment. If the Townhouse is sold, it will be the responsibility of the selling Owner to remove the dish and return the Townhouse to its original state.

As the Owner at the address listed above, I agree to all terms and conditions listed above and will pay all associated fines if I fail to comply.

Owner

Date

WATERFORD PLACE TOWNHOME ASSOCIATION
Patio Installation and Materials

All patio enlargements require a written request (with diagram to scale) showing work to be done, materials to be used, and information as to who is installing the enlargement before construction starts. The enlargement must comply with the Association's listed requirements. Any patios that do not meet the Association's standards/requirements, may be removed by the Association and any associated costs may be billed back to the Owner.

All patio enlargements must be installed using concrete paving stones, aggregate patio blocks or poured cement not exceeding thirty-six inches (36"). Some local manufacturers, retailers and/or contractors of these concrete blocks may be found in the "Yellow Pages" of the phone book.

Installation:

When installing your patio extension, the Association shall require the installation of a proper base. This is the area where the greatest degree of failure may occur. The diagram included with this addendum illustrates the entire cross section of a proper installation of a patio within the Association.

After you have excavated the area for your patio extension to the proper depth, you should compact the subsoil. With new construction, the soil has been disturbed and is prone to some settling over time. By compacting the existing soil, you reduce the possibility of failure caused by settling. Next, compact the aggregate base, which should be composed of a minimum of four inches (4") of Grade 8 gravel. However, industry standards in the Chicagoland area recommend that the aggregate base consist of six inches (6") of Grade 8 gravel. The aggregate base should be compacted in three levels of two and one-half inches (2.5") each level to guard against settling (although this totals seven and one-half inches (7.5"), when compacted it will equal six inches (6")). Tools and specialized equipment for patio installation can be obtained through local rental companies.

The Association recommends that professionals install patio extensions, although such installation by professionals is not required. However, when installing a patio extension, all Owners must install patios by the above standards.

Application for Approval:

When applying for approval of a patio extension, the Owner must supply the Association with the completed application and the following:

1. Drawings of the proposed patio showing the full dimensions and the location of the patio in relation to the Unit and Townhouse;
2. A written description of the materials being used in the construction, including the size and color of the brick or blocks being used and listing all other construction materials and the quantity of each material to be used; and
3. If being installed by a contractor, the name, address and telephone number of the contractor and the contractor's business license number.

WATERFORD PLACE TOWNHOME ASSOCIATION
Storm Doors

The storm doors pictured on the attached page are the type of door that meet the "full view" criteria, as set forth in the Declarations and as defined in these Rules and Regulations:

APPLICATION FOR APPROVAL: When submitting an application for approval, you must submit a detailed description of the door you wish to purchase, including the brand name of door, the color, the hardware tone and the glass style (grooved or beveled border) and provide a picture showing, in clear detail, the storm door you wish to purchase. Most stores carrying storm doors have printed material available showing the types of storm door available for purchase. Applications submitted without the required written description and picture will be denied and returned to the applicant and will not be considered for approval until the required information is received.

For information only: The storm door types pictured herein clarify the difference between the various storm door types sold in this areas. *The information contained herein is not to be construed as allowing any additional choices or options when considering the purchase of a storm door. Only the types pictured herein are acceptable for use in Waterford Place.*

ALL SEASON/STORM DOORS

Homeowners are responsible for the cost of the door, professional installation, any consequential damages and maintenance of the door.

The approved list contains a variety of doors, any of which are acceptable.

The doors are by Anderson and are available at Home Depot, among other stores.

All of the front doors are thirty-six inches (36"). The color of the storm door needs to either match the front door color or the color of the garage door (white or almond).

Forever HD 1000 Self Storing
Forever HD 2000 Self Storing
Forever HD 3000 Triple Track
Forever HD 2500 Fullview
Forever HD 3000 Fullview
Forever HD 3500 Fullview
Forever HD 3500 Fullview Thermal

EXHIBIT I -- WATERFORD PLACE TOWNHOME EMERGENCY/CENSUS INFORMATION FORM

(ALL INFORMATION IS REQUIRED & KEPT CONFIDENTIAL)

OWNERS NAME: _____ UNIT ADDRESS: _____
ADDRESS: _____ RENTING YOUR UNIT: Yes _____ No _____
CITY/STATE/ZIP: _____ TENANTS NAME: _____
HOME PHONE #: _____ TENANT'S HOME PHONE #: _____
WORK PHONE #: _____ TENANT'S WORK PHONE #: _____
OWNERS CELL PHONE #: _____ TENANT'S CELL PHONE #: _____
OWNER'S EMAIL: _____ PROVIDE COPY OF LEASE: Yes _____ No _____

LIST NAME OF ALL OCCUPANTS: 1) _____ 2) _____
3) _____ 4) _____ 5) _____

IF WE CANNOT CONTACT YOU IN AN EMERGENCY, WHOM SHOULD WE CONTACT?

NAME: _____ HOME PHONE: _____ WORK _____

ADDRESS _____

DOES THIS PERSON HAVE A KEY TO YOUR UNIT? YES _____ NO _____

VEHICLE REGISTRATION

	VEHICLE	MAKE/MODEL/COLOR/YEAR/LICENCE	PLATE	#
1.	VEHICLE	MAKE/MODEL/COLOR/YEAR/LICENCE	PLATE	#
2.	VEHICLE	MAKE/MODEL/COLOR/YEAR/LICENCE	PLATE	#
3.	VEHICLE	MAKE/MODEL/COLOR/YEAR/LICENCE	PLATE	#

PET OWNERS REGISTRATION

1. TYPE/BREED/COLOR: _____ WEIGHT: _____
2. TYPE/BREED/COLOR: _____ WEIGHT: _____

HOMEOWNER INSURANCE COMPANY: _____

AGENT NAME: _____
AGENT PHONE #: _____
POLICY #: _____

Would you like to be contacted by email: Yes _____ No _____
Would you like to sign up for automatic email billing: Yes _____ No _____

SIGNED: _____ DATE: _____

Return to: Baum Property Management, PO BOX 46, Aurora, IL 60507, fax: 630-897-2440, or email: MikeS@baumprop.com