

NEW CENTURY TOWN CONDOMINIUM
ASSOCIATION #1
RULES AND REGULATIONS

Adopted
JULY 11, 2006

Managed by:
Lieberman Management Services
25 NW Point Blvd #330
Elk Grove Village, IL 60007
847-459-0000
FAX 847-459-3003

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**NEW CENTURY TOWN CONDOMINIUM ASSOCIATION
#1
RULES AND REGULATIONS**

Approved this 11th day of JULY 2006, in accordance with the authority set forth in section 18.4 (h) of the Illinois Condominium Property Act, and the authority of the Board of Directors given under the Declaration of Condominium Ownership for New Century Town Condominium Association #1.

INTRODUCTION

It is the intention and responsibility of the Board of Directors to maintain an attractive, safe and well kept property for the benefit of all homeowners at New Century Town Condominium Association. Therefore, to achieve that goal, these Rules and Regulations have been approved to provide all homeowners of New Century Town Condominium Association (the Association) with a plan for condo living. Also provided is a means for correcting nuisances and unsafe activities if and when they occur. As the Association lawyer has stated-condo living requires that we all follow all the rules even the ones we don't like.

In order to have effective Rules and Regulations, the cooperation, and responsibility of ALL homeowners of the Association is mandatory. The Board of Directors requests that all homeowners familiarize themselves thoroughly with this document. Homeowners are responsible for violations of any of these Rules and Regulations whether committed by themselves, their children, pets, guests, tenants or previous owners. Ignorance of a rule will not be considered a valid reason for non-compliance.

The goal of the Board of Directors is to maintain the property as a First Class Association. It is the responsibility of the Board of Directors to administer the affairs of the Association and from time to time revise or amend the Rules and Regulations,

Rules and Regulations are based upon the Association Declarations and By-laws, the Illinois Condominium Property Act; Village of Vernon Hills ordinances, and common sense.

INFORMATION AND DEFINITIONS

ANNUAL MEETING – The Association members shall meet once a year to elect directors to fill vacancies on the Board of Directors. Notices will be sent out per the Declaration to all home owners.

ASSESSMENT – The money assessed to owners according to each unit’s percentage of ownership. Assessment monies and earnings are the only source of revenue for the association maintenance.

ASSOCIATION – The New Century Town #1 Condominium Association is an Illinois not –for-profit corporation and a condominium organized pursuant to the Illinois Condominium Property Act. The Association is the governing body for all the owners and for the administration, maintenance, and operations of the Common and Limited Common Areas.

BOARD – The Board of Directors of the Association consists of five (5) elected home owners, who amongst themselves designate one (1) president, one(1) treasurer, one(1) secretary, and two (2) directors. The Board administers the functions of The Association and serves without compensation.

A member of the Board of Directors must be an owner of a unit in New Century Town Condominium Association #1 and must reside at the property.

The Board members are elected at the Annual Meeting and serve for a two-year term. A Board member may succeed him/herself in office.

CENSUS FORMS- These are kept at the Property Management Company and are required for emergency contact information.

COMMON ELEMENTS- All of the community property except the dwelling units. This includes, but is not limited to: lawns, plantings, visitor parking areas, pool area, roofs, and master television antenna, structural parts of each building, paved areas and Limited Common Elements.

DECLARATION- The instrument by which the property is submitted to the provisions of the Illinois Condominium Property Act. This includes covenants, conditions, restrictions, and easements for the town homes of the New Century Town #1 Condominium Association.

DISCLOSURE BEFORE SALE OF PROPERTY – The Management Company must be notified when the property is made available for sale.

LIMITED COMMON ELEMENT – A portion of the common elements so designated in the Declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios , driveways, and land cultivated by the Association immediately adjacent to the front and back entrances.

MEMBERS- Membership in the Association includes every person or entity that owns a unit. There is only one (1) voter membership per unit.

MUNICIPAL SERVICES- The following services are provided by the Village of Vernon Hills:

Fire protection	847-367-5511
Police protection	847-362-4449

In any emergency dial 911.

Water and sewer are provided by Lake County Public Works 847-377-7500

PERCENTAGE OF OWNERSHIP- Because the units vary in size, the percentage of ownership varies as follows:

1 bedroom garden unit	0.656550%
2 bedroom garden unit	0.850590%
2 bedroom townhouse	1.015200%
3 bedroom townhouse	1.181300%

The assessment varies in proportion to percentage of ownership.

PROPERTY – All the real property against which the Declaration has been recorded, including any improvements thereon.

PROPERTY MANAGEMENT COMPANY- The Board of Directors retains the services of a professional Management Company to assist and advise the Association in all matter including accounting, budgeting and billing. The Property Management Company collects all monthly assessments or special assessments.

All requests for service or repair and any complaints should be directed to the Property Management Company.

PROPERTY MANAGER – The person which has been employed by the Management Company to manage the day-to-day administration of the Property in the manner directed by the Board of Directors.

REGULAR MEETING- All homeowners are invited to attend the regular meetings of the Board of Directors.

RULES AND REGULATIONS – Rules and Regulations enacted by the Board of Directors of the New Century Town #1 Condominium Association.

SPECIAL COMMITTEES – Architecture, Landscape, Newsletter, Rules and Regulations, and Special Events committees are all the considered special committees and will be appointed at the discretion to the Board of Directors.

UNITS – A portion of the Condominium Property, defined by its postal address.

VILLAGE ORDINANCES- Ordinances passed by the Village of Vernon Hills, Illinois.

MAINTENANCE RESPONSIBILITIES

Each homeowner is advised to consult with his/her individual insurance agent or insurance company, concerning the obtaining of adequate coverage on matters listed as Homeowners responsibilities also for improvements, upgrades, and modifications to both the interior and exterior of his/her unit. Check with the Property Manager if in doubt. The Association responsibilities are regulated by the Illinois Condominium Property Act. The items of responsibility include, but are not limited to the following:

ITEM	RESPONSIBILITY OF	
	ASSOCIATION	HOMEOWNER
APPLIANCES		
Household appliances, both free-standing and built-in		X
Furnace and air conditioner, including exterior condenser unit and its support		X X
Water heater Townhouses Garden units	X	X
BUILDING EXTERIOR		
Balcony		X
Doors exterior unit entry door Townhouse (with Board of Directors approval).		X
Paved roadway	X	
Entrance stoops	X	
Exterior walls of buildings	X	
Painting exterior (excluding windows and sliding glass doors)	X	
Painting townhouse entrance door		X
Painting garden unit exterior entrance door	X	
Patio		X
Renovations requested by an owner and approved by the Association Board of Directors		X
Water leaks through roofs, chimneys, stacks, foundation walls (not floor) and exterior walls providing no alterations have been made. (Note: Drywall panels damaged due to water leaks will be repaired, but only a primer coat of paint will be applied.)	X	
Windows: glass, screens, frame, sill, both interior and exterior (it is recommended that when replacing windows, also replace the sill) type and style must be approved by Board of Directors.		X
Vents: cleaning and maintaining		X

ITEM	RESPONSIBILITY OF	
	ASSOCIATION	HOMEOWNER
BUILDING INTERIOR		
Any renovations		X
Doorbell, security system, and intercom		
Garden unit	X	
Townhouse		X
Fireplace: maintenance and repair		X
Floors within units		X
Painting, decorating, and all interior maintenance		X
Ventilation ducts		X
COMMON AND LIMITED COMMON ELEMENTS		
Landscaping	X	
Mailboxes and posts at curb	X	
Sidewalks	X	
Unit sidewalks and front stoop	X	
Snow removal from sidewalks, driveways, front stoop, and around mailboxes	X	
GARBAGE		
Pick-up Waste management 800-796-9696	X	
Recycling ONYX 847-623-3870	X	
WIRING AND UTILITIES		
Cable TV		X
Exterior lights not operated by individual switch	X	
Exterior electrical service box	X	
Exterior sewers and drains	X	
Exterior spigots Garden units Townhouses	X	X
Spigot shutoff in garden units		X
Gas meters	X	
Gas for Garden unit water heater	X	
Gas service		X
Interior electrical breaker box		X
Interior electrical lines and components		X
High speed internet with association approval		X
Interior lights		X
Garden unit hallway lights	X	
Interior plumbing		X
Interior sewer and drain problems		X
Interior garage light bulbs		X

ITEM**RESPONSIBILITY
OF
ASSOCIATION HOMEOWNER**

Light bulbs for outdoor lighting except those operated by individual switch.	X	
Satellite installation with Board of Directors approval		X
Supply lines for water and gas	X	
Telephone service and lines		X
TV antennas		X
Water meter and master building shut-off Garden units Townhouses	X	X

ALTERATIONS

- A. Any alterations, additions or improvements whatsoever which change the appearance of any building, landscaping or common elements must be requested, in writing, to the Board of Directors for approval prior to any changes being started, using the alterations and additions form at the back of these rules.
- B. Any change within a unit or garage which alters the structure of the dwelling unit or increases the cost of insurance required to be carried by the Association must also be approved by the Board of Directors prior to work being started.

ASSESSMENT POLICY AND COLLECTION

All assessments are due and payable on the first of each and every month. Personal checks or money orders should be made payable to New Century Town Condominium Association #1 and mailed along with the coupon to the Management Company or designated lock box address.

If the assessment payment is not received in the office of the Management Company or designated lock box address, on or before the 30th of each and every month, a late fee of twenty-five dollars (\$25.00) will be assessed against the owner.

If any homeowner fails to pay any regular, special or any other common assessments within sixty (60) days after notice of default, the Board of Directors may enforce collection thereof, and refer the matter to the Association's legal counsel. The homeowner shall be liable for all administrative costs, court costs, and legal fees.

Application of payments: after any due date, all payments received which are less than the total amount due (including penalties, fine, or late charges) will be applied in the following order:

1. fees, fines, and late charges
2. oldest assessments
3. remainder applied to remaining balance

Note that pursuant to the statutes of the State of Illinois Condominium Property Act, the Association is permitted to file forcible entry and eviction proceedings for collection of delinquent assessments and other monies owed to the Association. These proceedings may result in the owner's loss of possession of his/her unit.

BIRD FEEDERS AND BATHS

Bird feeders and baths may be left out all year. Their maintenance and care is the responsibility of the owner.

CENSUS

Census forms: all homeowners are required to have on file with the Property Management Company a current census form. An annual census form will be mailed to each owner. Failure to return by the required date will result in a fine.

COMMON ELEMENTS

No homeowner shall be permitted to install any television or radio antenna, weather vane, weather station, outdoor security horns, lightning rods, etc., on the exterior of any building. Please refer to the satellite section of these rules, concerning satellite dishes or other multipoint distribution service.

Homeowners and their agents are not permitted to affix any object to the exterior siding, roof, wood, gutters, downspouts, or other outside surface of any building nor concrete and masonry of the common ground.

If an owner affixed fixture or hanger is removed, it is the responsibility of the then owner to repair and paint with matching construction any damage caused by the removal.

No changes by way of replacements, additions, painting or alterations to the outside of any unit are permitted without the written consent of the Board of Directors. Maintenance of any replacement, addition, painting or alteration to the outside of any unit remains the responsibility of the owner even though installed or constructed with the approval of the Board of Directors.

Smokers may not litter the common elements with tobacco products such as cigarette butts. This includes but is not limited to, flicking tobacco products off balconies. It is for

the safety of everyone that all tobacco products must be extinguished and disposed of properly. Homeowners are responsible for their guests who smoke. Anyone violating this rule is subject to being fined by the Board of Directors.

DECORATIONS

- A. Seasonal decorations should not be installed any earlier than thirty (30) days before and should be removed no later than thirty (30) days after the date of the Holiday. Note: turning off the power does not constitute removal. All decorations must be physically taken down and stored inside within the time specified.
- B. Seasonal outdoor decorations are permitted only on the unit's front door and/or first floor window, within the entry way, on the landscaping directly surrounding unit area or on the unit's patio. No decorations on the roof or common elements. Holiday lights can be temporarily attached to gutters or roof edges using plastic clips or hooks that do not damage, penetrate or mar any building surface.
- C. Electrical decorations must use UL approved cords rated for outdoor use.
- D. The homeowner is responsible for damage resulting from the use of decorations. If it becomes necessary for the association to repair damage caused by a homeowner's decorations, the association will charge the cost of repair to the homeowner.
- E. Decorations creating a safety hazard are not permitted.
- F. The American flag can be displayed in an appropriate holder attached to the wood frame only next to the front door, on balcony, patio, or fence.

GARAGES

- A. Garages are intended exclusively for the parking of permitted vehicles and if space is adequate for storage. Garages are **NOT** intended for the sole purpose of storage use or a work shop. The use of the Association's electricity is **NOT** allowed.
- B. The running of any internal combustion engine in a garage is not permitted, other than when a vehicle is either entering or exiting.
- C. Gasoline and any other flammable materials may not be kept in any garage. The use or storage of noxious chemicals in a garage is not permitted because it is extremely dangerous.

- D. Damage to garage doors or any other structure on garage buildings must be repaired by the homeowner.
- E. Except when entering or exiting the garages the garage doors must be kept closed for the purpose of presenting an attractive appearance to the property and protecting the property of other homeowner's property contained in adjoining garage space, and to keep wild animals from entering.

GARBAGE

- A. **Garbage containers and recycling bins should be placed in front of the homeowner's garage no earlier than 5:00 pm the night before the collection days which are every Tuesday and Friday for garbage and Tuesday for recycling. On the Holiday weeks of Christmas, New Years Day, Fourth of July, Memorial Day, Labor Day, and Thanksgiving, trash collection is one day later than usual and homeowners must not put out trash until 5:00pm prior to collection during these weeks. If a Holiday falls on a weekend day, then the collection is on the usual day of the week.** Additional refuse must be placed in securely tied or sealed heavy duty plastic bags. If refuse cannot be bagged, it should be boxed, tied, taped or otherwise secured to prevent it from becoming litter. Except for provided recycling (blue) and garbage (green) containers no other refuse containers will be permitted.
- B. Homeowners must make special arrangements with the Disposal Company in order to receive pickup of such items as furniture, appliances, carpeting, wood, plasterboard, wiring and other construction materials as well as other unusually large quantities of material. Recycling and garbage container and items not picked up by the disposal company must be removed from the common area the same day as the pickup.
- C. Should refuse or recycling materials from a particular unit be scattered about, the Property Manager will attempt to contact the homeowner for immediate cleanup. If the homeowner cannot be reached or refuses the request to cleanup, the Property Manager will arrange for a cleanup and assess the cost to the unit of origin.
- D. Any litter remaining on the ground after garbage pick up should be removed by the homeowner responsible.

- E. No garbage cans or trash containers shall be placed outside the garages except at the designated time specified above.
- F. Air conditioning units, refrigerators, paint, tires, car batteries or similar items will not be picked up by normal waste disposal companies. These items must be removed by a specialty service company. You are required by law to dispose of these items properly. There will be a charge for this service. Contact the Management Company to arrange disposal of such items.
- G. Garbage cans, trash bins or recycling bins cannot be stored on balconies or patios at anytime.

GENERAL RULES AND RESTRICTIONS FOR OCCUPANCY

- A. No part of the property shall be used for any purpose other than housing and the related purposes for which the property was designed. Each unit shall be used as a residence for a single family and for no other purpose. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or weather, designated for profit, altruism, exploration, shall be conducted, maintained or permitted on any part of the property.
- B. Each homeowner is obligated to keep the appearance of the unit and its limited common elements (such as the front entrance area, driveway, patio and windows and doors) in neat and orderly condition. This includes the elements themselves as well as any furniture, decorations or plantings thereon and publicly visible.
- C. Nothing shall be done or kept in any unit or in the common elements, which will increase the rate of insurance on the building without the prior written consent of the Board of Directors. No homeowner shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law. No matter or material of any kind shall be buried in the common area or limited common areas.
- D. No homeowner shall be permitted to hang, place or display on the outside of windows or to be attached to the exterior walls, roof, gutters, or chimney of a building or on the common elements or limited common elements as an awning, screened in porch, canopy, shutter, sign, or banner, or any other device or thing, except with the written permission of the Board of Directors. Exception to this restriction is the temporary placement of seasonal displays.
- E. After receiving the written consent of the Board of Directors, one sign, not exceeding 24 inches by 30 inches, may be displayed on the inside of an upper

window on the front of a specific unit for the purpose of advertising that unit For Sale. Such sign may be displayed for a maximum of 180 days. No For Rent, commercial or political signs will be permitted anywhere on the property.

- F. Nothing shall be done in any unit or in or on the common elements which will impair the structural integrity of the building, or which would structurally change the building.
- G. No clothes, sheets blankets, laundry of any kind or other articles shall be hung out or exposed, on any part of the common element or limited common elements. The common elements and the limited common elements, including patios and balconies shall be kept free and clean of rubbish, debris and other unsightly materials as well as any matter emitting a foul odor.
- H. Fire place wood may not be stored on the outside of the property or on paved areas or any portion of the common elements. A reasonable amount of such fireplace wood may be kept in an appropriate rack or container located on the homeowner's patio/balcony. Wood must not be stacked against the building.
- I. Radios, televisions, stereo equipment, organs, pianos or other musical instruments must be played at a level that will not interfere unreasonably with the peace and quiet of the homeowner. Incidents of this type should be reported to the Property Manager and/or the Vernon Hills Police Department.
- J. No ball playing, noisy games, large gatherings or other entertainment activities which may be disturbing to the neighbors are permitted on the common elements, including balconies and patios. It is recommended that public parks be used for these purposes.
- K. No objects (such as toys, bikes, etc...) shall be left unattended overnight on sidewalks, or paved areas or any grassy areas.
- L. A homeowner may conduct two garage sales per calendar year over a weekend consisting of no more than 3 days.
- M. Mailboxes and their stands are the property of the Association and may not be personalized, decorated, painted, changed or otherwise altered without the written prior approval of the Board of Directors.

GRILLING

- A. Neatly maintained grills are permitted to be used and stored on patios only. The only exception is for owners of second floor garden units who may use and store grills on balcony.
- B. The use of outdoor cooking devices always requires a measure of caution and common sense. Any non-gas grill (lighter fluid ignited) or other high flame cooking device must be a minimum of five feet away from any portion of a building or balcony when in use and or containing hot coals. Gas grill (propane tank type) may be used and must be kept a minimum of 3 feet away from building. Grills must never be used near bushes, shrubs, trees, plants or other flammable material.
- C. Grilling in garage is **NOT** permitted
- D. Any damage to siding as a result from grilling, will be repaired by the Association and charged back to the homeowner.

INSURANCE

- A. The Association maintains insurance to cover the replacement value of all the buildings and common areas of the property. The Association also carries liability insurance for all the common areas. Homeowners may contact the Management Company for assistance in obtaining any necessary "Certificate of Insurance" from the Association.
- B. It is mandatory that homeowners maintain insurance adequate to cover all the interior portions of their respective unit and their personal property within. This form of insurance is referred to as a "Condominium or Apartment Policy".

PARKING AND VEHICLES

A. PARKING GUIDELINES

- 1. The parking Rules and Regulations for the Association are designed to promote the safety and security of the homeowners and to maintain the appearance of the property to the highest standards. The cooperation of all homeowners is required to control parking.

2. These regulations cover permitted vehicles, guest parking privileges, and enforcement procedures.
3. The municipal code of the village of Vernon Hills prohibits over night parking on Village streets.

B. GENERAL RULES

1. Vehicles may not be parked so as to obstruct entering or exiting of other vehicles or persons (such as in front of garages, or driveways) on the property. Parking is only permitted in the lined parking areas or other marked boundaries for such vehicles. **Vehicles must be parked in the garage by 10pm.**
2. All vehicles are restricted to paved surfaces which are limited to the street and parking areas on the property. There will be no parking on any other portion of the property, including lawn areas and sidewalks.
3. If any vehicles are obstructing passage the owner should be contacted. If no contact can be made, or if the identity of the owner cannot be determined, the Property Manager should be notified and the vehicle will be towed at the owner's expense.
4. Parking, maintenance, or storage of non permitted vehicles on any portion of the property is expressly prohibited. However, non resident commercial vehicles may park in permitted areas when used for their normal commercial purpose, so long as such parking is only for the period of time necessary to provide the commercial services requested by a home owner or the Association. All commercial vehicles for service purposes will be parked in areas designated for parking.
5. No engine maintenance or bodywork may be performed on any vehicles parked on any common area or limited common area.
6. Permitted operable and drivable vehicles not in regular use and parked for more than 21 days in the same parking space will be considered stored, which is prohibited. Extenuating circumstances must be reported to the Property Manager.
7. 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 21 consecutive days or more is considered an abandoned vehicle. These vehicles are not allowed on the property and knowledge of one should be reported to the Property Manager. An abandoned vehicle will be towed at the owner's expense. Extenuating circumstances must be reported to the Property Manager.

C. PERMITTED VEHICLES

1. Passenger type automobiles are permitted providing they have not more than four (4) entry doors (but including hatch backs and vehicles having a rear access door); are in operable and drivable condition; are without commercial signs or markings; and can fit into the unit's garage with the door completely closed.
2. Vehicles having no more than 4 wheels; a capacity of no more the three-quarter (3/4) ton; and a curb weight of less than eight thousand (8000) pounds are permitted.
3. Commercial vehicles owned or company owned and driven by the homeowner such as taxi cabs, vehicles with advertisements imprinted on body or trucks with ladders are allowed, but must be parked in the garage with the door closed.
4. Emergency vehicles including fire and police department, ambulances and hospital vehicles.

D. NON-PERMITTED VEHICLES

1. Commercial vehicles (other than those defined above as permitted vehicles) of any type or kind, including commercial vans or trucks with commercial advertising on the body or cab are not permitted.
2. Vehicles with equipment, such as snow blades, ladder racks, tanks, etc... are not permitted.
3. Trailers, campers, motor homes, boats, all terrain vehicles, snow mobiles, jet skies, limousines, or hearses (whether or not used for personal purposes) are permitted for no more than 12 hours.

E. DAMAGE

The Association at the homeowner's expense will repair damage caused by vehicles or other equipment to paved areas, parking areas or garage structures. Such damage includes, but is not limited to, oil or chemical spills, transmission fluid, and motorcycle kickstands.

F. SNOW REMOVAL

Vehicles parked in designated parking areas must be moved anytime there is 2" or more snow on the ground and plowing operations have commenced. Failure to comply with these requirements will remove the responsibility of the Association of having the snow removal contractor return at a later time to clear the area.

PATIOS AND BALCONIES

Patios of the condominium homes are limited common elements, for the exclusive use of the applicable condominium unit, and are subject to the Rules and Regulations relating to their use.

- A. No homeowner shall display, hang or use any signs, banners, clothing or other objects from the balconies or patio railings with the exception of the United States flag.
- B. No homeowner may install a canopy, awning or other overhead type enclosure (excluding a seasonal, collapsible table umbrella) on patios.
- C. Concrete patios, stoops and steps may not be carpeted or otherwise covered. Coverings installed before January 2006 must be maintained in acceptable condition and cannot be recovered when replacement is needed. Upon removal of prior applied carpeting, the concrete must be restored to its original condition at the owner's expense.
- D. No modifications in size, shape and materials may be made to the patio without the prior written approval of the Board of Directors.
- E. Such structures as hot tubs, spas, portable fireplaces, fire pits, fire bowls, propane fryers, propane run mosquito magnets, screens, walls, berms or other enclosures type structures are prohibited.
- F. No permanently installed gas or electric grills.
- G. Balconies / Patios on buildings are for recreational use. Balconies may not be enclosed, altered or changed in appearance in any way.
- H. Balconies / Patios may not be used for storage. Only seasonal outdoor furniture that is maintained and in good condition as well as flower pots and flower boxes is allowed.
- I. No children's swimming pools are allowed on balconies.

PETS

The conduct of all pets must not interfere with the rights and privileges of the neighbors of the pet-owning family. The following procedures, rules and sanctions regarding pets, pet litter, pet damage and pet restraint were adopted in accordance with New Century Town #1 Condominium Declarations.

- A. Animals, other than dogs, cats or other animals reasonably considered to be household pets, shall not be kept anywhere on the property, nor shall any animals be kept, bred or maintained for any commercial purposes. Household pets shall not include large reptiles, livestock, exotic mammals or animals commonly considered dangerous.
- B. Pets must comply with Village and County licensing, health and safety requirements and have their vaccinations kept up to date. The permissible number of pets per unit and their keeping is to be in compliance with applicable Village ordinances.
- C. Pets must be leashed when outside of the unit. The pet's leash must be held at all times by a person capable of controlling the animal under any circumstance.
- D. No pet shall be left tethered and/or unattended outside at any time.
- E. Patios and common areas shall not be used as pet runs. Pets are not to be housed in garages.
- F. If any pet defecates on common property, pet owners must clean up after the pet immediately. Pet waste is to be disposed of promptly and appropriately and not stored outside the unit.
- G. No pet shall be allowed to create a nuisance or unreasonable disturbance or damage any common property or the property of any other homeowner.
- H. All owners are responsible for the actions of their pets and/or the pets of anyone residing in or visiting the unit. The costs of repairing any damage caused by a pet shall be assessed to the owner.
- I. Anyone who observes littering or damaging of Association property by a homeowner's pet may file a report to the Management Company in writing identifying the pet and owner. In addition, the Management Company upon notice shall immediately notify the owner of the pending violation (see violations and fines on page 22).

PLANTINGS

- A. Planting is permitted within the Association prepared areas without sod. These areas are not to be enlarged in either the front or rear of the unit. Existing plantings may not be removed without the expressed written consent of the Board of Directors.
- B. Planting immediately in front of or rear of the unit is encouraged. Tree plantings must be approved by the Board of Directors. Vegetable plantings are allowed in

areas without sod in rear of unit. These areas are not to be enlarged in any manner without the expressed written consent of the Board of Directors.

- C. Climbing vines are not permitted on the building. Planting around the mailbox stand is not permitted.
- D. Hose storage is permitted when neatly coiled upon the ground in a safe and non obstructive manner or when hung upon a storage device not attached to the building. Extended hoses must be removed from the common ground before sundown.
- E. Homeowners are responsible for watering all plants and shrubs around their units. They are also responsible for cleaning up paper trash and other unnatural debris around their units. This does not include leaves, twigs, grass clippings and the like.
- F. Owners are not to apply chemicals or other treatment to common ground elements. Owners are not permitted to cut, trim or prune association installed plantings.
- G. The Association assumes no responsibility for damage to owner plantings. The Association reserves the right to spread mulch in planted areas and tend to the Associations plantings within areas planted by homeowners.
- H. No homeowner is to cut down, move or remove any tree or shrub in the common areas without the written permission of the Board of Directors. A violation of this rule will cause an immediate fine of \$100 plus the cost of the tree or shrub and installation, subject to the hearing procedure set forth in the Hearing section of these rules.

SATELLITES

In order to keep the aesthetic appearance of the property in a good and orderly manner, the following applies to the installation of satellite dishes.

- A. Any homeowner interested in installing a satellite dish must notify the Association's Management Company to obtain a letter explaining guidelines for installation.
- B. The satellite must be installed using guidelines provided in the letter. Any deviation from these Rules and Regulations without written consent of the Board of Directors will result in dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be paid by the homeowner. The Association reserves the right to levy a continuing and daily

fine for each and every day an unauthorized satellite dish remains on the premises after the owner has been notified to remove, or re-install the dish in compliance with the rules and regulations.

- C. The homeowner is responsible for the cost of any repair to the property resulting from improper installation of the satellite dish. In addition the homeowner must restore the property to its original condition upon removal of the satellite dish.
- D. Satellite dishes may only be installed on portions of property within the owner's exclusive use (limited common element).
- E. Satellite dishes are never to be installed on any portion of the building (siding) or on the roof, fascia or soffit area of any building.

SALE OR LEASING OF UNITS

This section is intended as an aid for the seller/buyer and lessor/lessee. For official, legal terminology, please read the Declarations, which take precedence over these Rules and Regulations.

SALE

- A. Any homeowner who wishes to sell his unit shall proceed as follows:
 - 1. Notify the Association through the Management Company when the property is made available for sale.
 - 2. Notify the Association upon the acceptance of a contract complete with the name and address of the proposed buyer, or have attorney contact bookkeeper for Association.
 - 3. As stated in our Declaration, the Board of Directors, acting on behalf of all Association members, has the first right of refusal.
 - 4. The seller must notify the buyer of the name and address of the Management Company.
 - 5. The seller must provide the buyer the most recent version of the Declaration and the Rules and Regulations. If the seller does not have a copy, it is the seller's responsibility at his/her cost to obtain copies from the Management Company.
 - 6. The seller must notify the buyer of the need for a census form.

- B. As required by Section 22.1 of the Illinois Condominium Property Act:
1. The Association shall provide closing disclosure documents in writing within thirty (30) days of any request for same, and may charge a reasonable fee to cover costs of providing such information.
 2. In the event a request is made which requires information to be provided in less than the thirty (30) day period provided by statute, the Management Company may charge the unit seller an additional fee.
- C. As required by Section 18(1) of the Illinois Condominium Property Act, the Association shall provide any unit owner, upon ten (10) days notice to the Board of Directors or the Management Company, a statement of account, setting forth the amount of any unpaid assessments and other charges due and owing from such owner. In accordance with statute, the Association may charge a reasonable fee for this service.

LEASING OF A UNIT

- A. All homeowners of New Century Town #1, must own the unit for no less than one (1) year before a unit may be leased. If a hardship befalls a unit owner who has not yet owned the unit for one year, they may lease the unit upon approval from the Board of Directors. Unit owner must submit a written request to the Board of Directors showing evidence of a hardship and that every effort was made to sell the unit at a reasonable price comparable to the current sales prices of other units. Any lease entered into under this paragraph shall be in writing and contain a provision that failure by the lessee or unit owner to abide by the Rules and Regulations of the Association may, in the discretion of the Board of Directors, result in termination of the lease by the Board of Directors.
- B. No homeowner may lease less than the entire unit, garage included, nor may the unit be leased for transient or hotel purposes. One lease per unit.
- C. All leases must be for a term of at least (1) year.
- D. Every lease must contain a provision, which prohibits subletting.
- E. Prior to occupancy the owner must present to the Management Company the Rider to Lease form as written evidence of the lessee's receipt of the most recent version of the Rules and Regulations of the of the Association. The Rider to Lease form can be found at the back of these rules.
- F. All leases must be in writing and copies must be submitted to the Board of Directors within ten (10) days after execution and prior to occupancy.

- G. A separate \$1000.00 security deposit is required of the homeowner payable to the Association. The deposit is in addition to any security deposit required by the homeowner. After the lessee has vacated the premises and a satisfactory inspection has been made the deposit will be returned.
- H. The homeowner is obligated to pay all the condominium assessments, special assessments and/or any other fees or charges imposed by the Association.
- I. The homeowner must provide the Management Company with a current valid census form for himself/herself. He/she must also provide a current census form for the lessee to the Property Management Company.
- J. The owner should make sure the lessee has been provided with the Property Management Company's telephone number, emergency numbers and the unit owner's address and phone number.
- K. The homeowner should caution the lessee to follow the governing documents of the Association since violations may result in a flat or daily fine, or in more serious situations, eviction proceeding. All fines, charges, costs and legal fees will be charged to the homeowner.
- L. In the event of any violation of the Declaration or Rules and Regulations of the Association by a lessee, the Board of Directors reserves the right to determine that a violation or series of violations warrant termination of the lease. The Board of Directors may take whatever action necessary to terminate the lease.
- M. The Management Company will not take any requests, questions on repairs, reports of water leaks (other than emergencies) from tenants. The Management Company will only communicate with the homeowner.

VIOLATIONS, FINES and HEARINGS

In accordance with section 318.4 (e) of the Illinois Condominium Property Act, if someone is believed to be in violation of the declaration or Rules and Regulations, a signed, written complaint must be submitted by a homeowner, a homeowner of the Association or a member of the Board of Directors. A written complaint form as prescribed by the board, and included with these Rules and Regulations should be sent to the Property Manager.

The homeowner charged with a violation will be given written notice of the complaint, if a hearing is requested the board will inform the home owner charged with the violation of the time and place to conduct a hearing to review the complaint. At that time, the homeowner will have the opportunity to address the complaint. All hearings will proceed with or without the presence of the accused homeowner, so long as notice has been sent seven (7) days in advance by regular U.S. mail. The findings of the hearing will be

submitted to the Board of Directors for action at the next regularly scheduled or special meeting.

The homeowner will be notified in writing of the action of the Board of Directors in the event the party has been found guilty; the notice shall include a sanction. Should the sanction include a fine, the fine would be collected with the monthly assessment.

There may be a fine of up to \$100 for the first violation, provided the homeowner has not been fined for a rule violation within the last twelve months. If the homeowner has been fined for a rule violation within the last twelve months, the fine for a second violation may not exceed \$200. For a third or subsequent violation any time thereafter, the fine shall not exceed \$300.

In the event the violation is a continuing violation. The Board of Directors reserves the right to levy a daily fine in the foregoing amounts. The homeowner will be notified in writing of the Board of Directors decision.

In the event of any violation of the Declaration or rules and regulation of the Association, the Board of Directors reserves the right to pursue any and all legal remedies to compel legal and equitable enforcement. Any and all costs and attorney's fees shall be assessed to the account of the offending owner at the time they are incurred.

WINDOWS/DOORS

Window replacements are the responsibility of the homeowner and must be brown trim and contain clear glass. All storm windows must have clear glass. Storm doors may be either full or partial clear glass with brown sash. Patio doors or sliders must have brown with clear undecorated glass. It is advisable to have framing around windows and or sliding glass doors replaced at the same time. All brown trim must be "MURLO PVC latex flat brown # 555".

WINTERIZATION

- A. Throughout the season and especially at the end of each season the owners are to remove and properly dispose of dead vegetation from within their planted areas.
- B. Once dead vegetation is removed, hanging baskets and lightweight planting pots and boxes are to be taken down and stored out of sight.
- C. Hoses are to be disconnected from building outlets before the first of November and not reconnected before the first of May.

- D. Objects which may impair the work of a snowplow or those using snow shovels are to be removed from driveways, walkways and stoops before the first of November and not replaced in such locations until after the first of May.

Nothing of the above precludes delays, or otherwise interferes with the rights of the village of Vernon Hills, County, State and Federal authorities to take their own appropriate actions for violations of matters of law, health and safety.

ALL MATTERS NOT SPECIFICALLY ADDRESSED IN THESE RULES AND REGULATIONS ARE SUBJECT TO THE DECLARATIONS OF CONDOMINIUM OWNERSHIP FOR NEW CENTURY TOWN CONDOMINIUM ASSOCIATION #1, THE ILLINOIS CONDOMINIUM PROPERTY ACT, AND THE DISCRETION OF THE BOARD OF DIRECTORS OF THE ASSOCIATION.

**For Pool information and Rules and Regulations contact:
McGill Management
1314 N. Rand Road
Arlington Hts. IL 60004
Linda Wolf, Property Manager
847-259-1331**

NEW CENTURY TOWN CONDOMINIUM #1 ASSOCIATION

ARCHITECTURAL IMPROVEMENT APPLICATION FORM

NAME _____ DATE _____

ADDRESS _____

LOT NO. _____ TELEPHONE _____

NATURE OF IMPROVEMENT _____

COLOR _____ STYLE _____

LOCATION _____ DIMENSIONS _____

CONSTRUCTION MATERIALS _____

SUPPLIER _____ APPROX. COST _____

PLANS AND SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS.

We, the undersigned, do hereby acknowledge that we understand the rule concerning the proposed improvement. We agree to abide by the rule set forth by the Board of Directors and will be solely liable for upkeep maintenance on this improvement.

DATE _____

SIGNED _____
(homeowners)

FOR OFFICE USE ONLY:

APPROVED BY _____

DATE APPLICATION REC'D. _____

INSPECTED BY _____

RECEIVED BY _____

INSPECTED ON _____

DISAPPROVED BY _____

REASONS FOR DISAPPROVAL _____

ARCHITECTURAL CONTROL AGREEMENT

This Agreement entered into this _____ day of _____, 20____, by and between _____ and the New Century Town Condominium #1 Association, an Illinois not-for-profit corporation for and in consideration of the mutual covenants set forth herein, agree as follows:

WHEREAS, pursuant to Article 11-13 of the Declaration of Condominium Ownership for the New Century Town Condominium #1, the Board of Directors (hereinafter referred to as the "Board") and/or its duly authorized committee are obligated to protect and preserve the architectural integrity and aesthetic environment of the Association's common elements; and

WHEREAS, Unit Owner is desirous of constructing a certain addition, improvement and/or alteration of the common elements in conformity with the requirements of the Declaration and uniform standards adopted by the Board of Directors of Association.

NOW, THEREFORE, in consideration for the sum of -0- Dollars (zero) and other good and valuable consideration it is hereby agreed as follows:

1. That Unit Owner shall submit to the Board of Directors and to its duly appointed Architectural Control Committee an application form for "Architectural Improvement" (copy attached hereto as Exhibit A and made part hereof).
2. In the event Unit Owner uses a contractor, the contractor must provide the Association with a Certificate of Insurance.
3. Within 21 days of receipt, the Board or its duly authorized agent shall notify Unit Owner in writing of its decision to approve or reject Unit Owner's proposed improvement.
4. In the event Unit Owner's improvement is rejected, Unit Owner may resubmit an application form including changes, modification, or additional improvements in accordance with the conditions set forth in the Board's notice of rejection.
5. The first resubmittal shall be treated as an initial application.
6. In the event Unit Owner is unconditionally rejected, Unit Owner may submit a written appeal directly to the Board of Directors to be considered at the next regularly scheduled Board meeting, or a special meeting called for that purpose.
 - A. In the event of an appeal by a Unit Owner, Unit Owner shall be afforded a right to a hearing, to be represented

- by counsel and to submit evidence in defense of his application.
- B. Upon adjudication of the Unit Owner's appeal, the Board shall notify Unit Owner of its decision in writing within ten (10) days of said meeting.
 - C. The decision of the Board of Directors pertaining to Applications for Improvements Appeals shall be final and binding on Unit Owner.
7. In the event of Board approval, Unit Owner shall commence construction in strict conformity with the approved guidelines as soon as practicable, weather permitting. In no event shall construction commence after six months from the date of approval.
8. Upon construction of an improvement, Unit Owner does hereby indemnify and hold harmless the Board, Association, its agent and Unit Owners from any and all claims, controversies, or causes of action resulting from said improvement, including the payment of any and all costs of litigation and attorneys fees resulting therefrom.
9. Unit Owner, his successors in title, assignees, agents or heirs, are solely and individually responsible for the repair, maintenance and restoration of his improvement so long as it remains on the property.
- A. If at any time Unit Owner fails to maintain said improvement to the satisfaction of the Board, the Board shall notify Unit Owner of his violation of this agreement in writing.
 - B. Unit Owner shall bring the improvement into compliance within ten (10) days of the date of said notification.
 - C. Failure of Unit Owner to remedy the defects as outlined by the Board in the improvement, may, in the discretion of the Board, result in the Board undertaking any and all repairs, maintenance or restoration of Unit Owner's improvement at Unit Owner's expense.
 - D. Any and all expenses incurred by the Board in making said repairs, maintenance or restoration shall be assessed to Unit Owner's account in accordance with Article 14.11 of the Declaration, to collect the foregoing, including all costs and attorneys fees.
10. In the event Unit Owner constructs an improvement substantially different from that which was submitted in his application, the Board may in its discretion, enter upon Unit Owner's appurtenant portion of the common elements to dismantle and remove same or utilize any and all remedies available at law

or in equity. Unit Owner does hereby indemnify and hold harmless the Board, Association and its duly authorized agent and refrain from instituting an action for trespass in the event the Board removes said improvement. The Board's right of entry is unqualified and in conformance with Article 14.15 of the Declaration.

11. Upon transference of ownership of his unit, Unit Owner shall inform successor in title, including any tenant or purchase, by Articles of Agreement for Warranty Deed, of the existence of this agreement and the obligation set forth herein. The obligations herein shall pass to any successor in interest.
12. Time is of the essence of this agreement.
13. This agreement shall be construed in accordance with the laws of the State of Illinois.

DATED THIS _____ DAY OF _____, 20__.

NEW CENTURY TOWN CONDOMINIUM
#1 ASSOCIATION, an Illinois
not-for-profit corporation

UNIT OWNERS:

By: _____
Its President

ATTEST:

By: _____
Its Secretary

*New Century Town # 1
Condominium Association*

Vernon Hills, Illinois 60061

WITNESS STATEMENT – VIOLATION COMPLAINT

**PLEASE PRINT OR TYPE. Complete all information possible. If unknown, please state so.
Attach additional sheets if necessary.**

Witness's Name	Address	Phone Number
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Name, address, and phone number of any other witness

INFORMATION CONCERNING VIOLATOR:

Alleged	Violator's	Name/Address/Unit #/Phone #
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Section(s) of Declaration, Bylaws or rules & Regulations violated

Witness's Observations:

Were any photographs taken? _____ Yes _____ No

By Whom: _____

Include all photographs with this form or forward them as soon as possible. Include the name of the person who took the photos, the date they were taken, and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENT BASED UPON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME . I WILL COOPERATE WITH THE ASSOCIATION AND IT'S ATTORNEY'S TO PROVIDE ADDITIONAL INFORMATION OR STATEMENTS/AFFIDAVITS, AND IN THE EVENT OF A HEARING, EITHER THE ASSOCIATION BOARD MEETING OR AT A MEETING CALLED FOR THAT SPECIFIC PURPOSE, I WILL APPEAR AS A WITNESS.

Signature of Witness

Date

NEW CENTURY TOWN # 1

CONDOMINIUM ASSOCIATION
VERNON HILLS, ILLINOIS 60061

NOTICE OF VIOLATION

Issue Date: _____

Owner Name: _____ Building : _____ Unit # _____

Off-site Address (if applicable) : _____

You are hereby notified that on or about _____ you, your tenants and/or guests were reportedly in violation of the following as outlined in the Association's Declaration, Bylaws and/or Rules and Regulations:

Article/Chapter: _____ Section(s): _____

◆ Violation Description: _____

Article/Chapter: _____ Section(s): _____

◆ Violation Description: _____

PRELIMINARY FINDING: WARNING FINE \$ _____

Violations can carry an assessed fine of up to \$200 each plus processing costs. You are required to contact the Managing Agent and resolve these violations as indicated below.

YOU MUST CORRECT THIS VIOLATION WITHIN / BY _____.

Correction Required: _____

You will continue to be in violation if the matter is not corrected in the time noted above. Additionally, the costs for any damages that have been caused to any common element as a result of the above violation that the Association is required to repair or correct will be assessed to you. You will also be assessed any fines that this violation incurs as may be issued by the VILLAGE OF VERNON HILLS or any other enforcement body.

You may request a hearing in this matter before the Board of Directors by contacting the Management Office below. You must contact the Management Office within ten (10) days in order to have a hearing date set.

If you are unable to appear, you may request a continuance and appear at the next scheduled Hearing date by contacting the Property Management Office. Failing to challenge the above violation can result in the judgment entered against you as indicated. Judgments can also be decreased or increased as the Board may appropriately determine. Appearance before the Board of Directors will be by unit owners or legal representation only. The decision of the Board of Directors is final.

Complainant/Witness: _____ **MUST APPEAR IF CHECKED**

FOR ASSOCIATION USE

Notice sent on _____ by: Hand, First Class Mail, Certified Mail (Attach Returned Receipt)

Continued Date: _____ Call received by: _____

Judgment: Entered: Dismissed: Disposition: _____

Disposition Date: _____ Presiding Director's Signature: _____

Professionally Managed by
Hillcrest Property Management
Real Estate Management Specialists

55 W. 22ND Street, Lombard, IL. 60148, (630) 627-3303, Fax: (630) 627-0033
Original: Association Copy: Violating Owner Copy: Complainant/Witness

**NEW CENTURY TOWN #1
CONDOMINIUM ASSOCIATION**

VERNON HILLS, ILLINOIS

Notice of Determination

To: _____ Date: _____

On _____, you were notified of a violation of the Declaration, Bylaws or Rules and Regulations of the _____ Condominium Association. Pursuant to the Rules and Regulations, the following determination has been made and the following action(s) will be taken:

- _____ A hearing was held at your request.
- _____ You have admitted to the violation by default and have waived your right to request a hearing regarding the reported violation.
- _____ You were found guilty and must consider this a Warning.
- _____ A violation to the Association's Declaration, Bylaws or Rules and Regulations has occurred and a fine in the amount of \$ _____ is now due. A fine for a continuing violation will be assessed until the violation has been eliminated and the Board of Directors is notified.
- _____ Damages, expenses and administrative charges in the total amount of \$ _____ is now due.
- _____ Legal expenses in the amount of \$ _____ has been incurred by the Association and is 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 by _____.
- _____ As a result of repeated violations, we have instructed our Attorney to inform you that legal proceeds will be initiated if further violations occur and the expenses incurred will be assessed to you.
- _____ Other:

RIDER TO LEASE

This Rider is added to the attached Lease in accordance with the Rules and Regulations of New Century Town Condominium Association #1. By this Rider, the undersigned parties of said Lease acknowledge expressly that, in accordance with Article 8 of the Declaration of New Century Town Condominium Association #1, every lease and the parties thereto shall be subject in all respects to the provisions of said Declaration, as well as the By-Laws and Rule 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 New Century Town Condominium Association #1 shall be a third party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies in the event of any such default. No rights of said Board shall be deemed to have been waived or abrogated by reason on any previous failure to enforce the same.

Lessor (Landlord) (SEAL)

Lessee (Tenant) (SEAL)

Lessor (Landlord) (SEAL)

Lessee (Tenant) (SEAL)

Date

Note: A signed original of said Lease and this Ride must be given to the aforesaid Board for its files in accordance with the Rules and Regulations of the Association.

RIDER TO CONTRACT PURCHASE AGREEMENT

This Rider is added to the Contract Purchase Agreement between _____ and _____, dated _____, concerning the property located at _____, Unit # _____, Vernon Hills, Illinois.

By this Rider, the undersigned parties acknowledge expressly that, in accordance with Article I of the Declaration and the Rules and Regulations of the Association, every transaction regarding the sale, lease or occupancy of the unit is subject in all respects to the provisions of said Declaration, as well as the By-Laws and Rules and Regulations of the Association, and any failure by parties residing in, or contracting to purchase the unit, shall be a default under the contract to purchase.

Further, the undersigned parties acknowledge expressly that, until or in absence of any law to the contrary, the Association, through its Documents and the Condominium Property Act of the State of Illinois must recognize the fee simple owner, and holder of title, as the owner of record, and may not recognize any other person or entity purchasing under contract as the legal owner until such time as title passes. Accordingly, while the Association shall recognize the equitable interest of the party(ies) purchasing under contract, and shall include them in notices of all Association business and activities, all rights, responsibilities and obligations ultimately remain with the fee simple owner until title passes, regardless of arrangements between the contract buyer and seller, except for such voting rights as the fee simple owner may give to the contract buyer by his Proxy.

The parties agree that they have read and are familiar with all of the requirements of the Association through its Declaration, By-Laws and Rules and Regulations and warrant that they are executing this Rider, and furnishing a copy of it to the Association with a full understanding of and agreement to the requirements.

(SEAL) _____ (SEAL)

(SEAL) _____ (SEAL)

(Date)

PARKING AND VEHICLES

G. Vehicle Registration and Parking Permit Tags

1. Each Unit Owner will be assigned one (1) parking permit tag per vehicle. Unit Owners are permitted a maximum of **two** vehicle tags total for their Unit. The vehicle tags **MUST** be displayed visibly in the front window of the vehicle.
2. The vehicle tags will be distributed to Unit Owners upon the successful completion of the vehicle registration form.
3. Should a homeowner have more than two vehicles, the homeowner will need to make arrangements for another location to park those vehicles. Information regarding alternative parking arrangements may be obtained by contacting the Village of Vernon Hills.
4. Unit Owners who fail to display the proper vehicle tags in accordance with the above-mentioned rules will subject to fines and/or towing.
5. The Board reserves the right to withhold vehicle tags for unit owners who have 1) not properly completed the registration form; 2) fail to follow the Association rules regarding storage within their garage or 3) have failed to make proper arrangement for prohibited vehicles and/or additional vehicles beyond the two vehicle maximum.

This rule shall take full effect on September 1, 2018.

TOWING

The term "Parking Rules" used in this section refers to any and all rules related to vehicles and/or the parking of vehicles as mentioned in the Association's governing documents.

2. **ENFORCEMENT**

3. The provisions set forth herein are intended to supplement, but not replace the policies and procedures regarding enforcement, which are fully applicable to all violations under the Parking Rules.
4. In the event of a violation of the Parking Rules, the Board or its duly authorized agents 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. Any Parking Violation Notice under the Parking Rules shall also be deemed a Notice of Violation under the policies and procedures regarding enforcement, and vice-versa, regardless of whether or both types of notice are sent to the Unit Owner.

Any failure to protest a Notice of Violation under these rules or failure to request a hearing shall be deemed an admission of the violation and will result in costs and expenses being assessed to the Unit Owner as set forth in the policies and procedures regarding enforcement.

5. 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:

6. Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known. All such records of violations shall be kept by the Association in the manner designated by the Board.
 1. Identify or attempt to identify the Unit Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
 2. Identify or attempt to identify the vehicle owner, if not a Unit Owner, and notify that owner of the violations.
3. 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 five (5) days earlier, the vehicle may be towed without further notice to the vehicle owner. A vehicle may be deemed inoperable if it has invalid or expired license plate stickers, missing license plates, flat tires, vehicle on jacks, severely damaged or shattered/broken windows.
 - b. When a vehicle is parked in a fire lane, or is parked in a manner which presents an immediate danger to the property or to the health, safety and welfare of any person therein the vehicle may be towed immediately with notice to the vehicle owner. This may include vehicles blocking the entrance of a garage, double parked vehicles, a vehicle parked in multiple spaces, a vehicle parked in a manner in which it is blocking other vehicles, or parked on the grass or sidewalk.
 - c. When a vehicle is parked in violation of any of the Parking Rules and the owner of the vehicle has been found guilty of at least two (2) prior violations of any provisions of the Parking Rules, the vehicle may be towed immediately upon the occurrence of the third or subsequent violation without notice to the vehicle owner.
 - d. Commercial vehicles parked overnight in lot will be towed.

Any time a vehicle is towed pursuant to the Parking 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.

- a. After receiving notice of a violation or when a Parking Violation Notice has been affixed to an owner's vehicle, the Unit Owner must follow the procedures set forth in the policies and procedures regarding enforcement, or the violation will be deemed admitted.
- b. 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

5. In order to insure that potential violators have notice of the fact that their vehicles may be towed, and in accordance with the spirit of the law, the Association will have signs posted on the property giving notice that violators of the Parking Rules may be towed.
6. 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") high in a light reflective 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." If required, the signs shall contain 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 ensure 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 into an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under the Parking Rules.

This rule shall take full effect on September 1, 2018.