

OAKS IMPROVEMENT ASSOCIATION
An Illinois Homeowners Association

RULES & REGULATIONS

Adopted this 23rd day of November, 2020, with an effective date of November 2020, by the Board of Directors of The Oaks Improvement Association under authority granted to the Board of Directors under the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Oaks Planned Unit Development and the By-Laws.

PREAMBLE

These Rules & Regulations have been adopted with the intent of providing the Residents of The Oaks with a practical plan for day-to-day living at The Oaks, extracted from the technical language of the Amended and Restated Declaration, By-Laws and Illinois Law.

The Board's goal is to maintain the Property as a first-class Association and to provide the Residents with specific information that will be reviewed on an on-going basis by the Board of Directors.

Please note that the Board is not a police department and to have effective Rules & Regulations requires the cooperation of all of the Residents of the Association.

Unless the Board, through its Property Manager, is notified of infractions of the Rules & Regulations by the Residents who witness them, the enforcement of these Rules & Regulations will be seriously compromised. Each Resident's cooperation and participation is encouraged.

Respectively submitted,

BOARD OF DIRECTORS
OAKS IMPROVEMENT ASSOCIATION

I. DEFINITIONS

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

A. Declaration

The Amended and Restated Declaration of Easements, Restrictions, Covenants for Oaks Improvement Association was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on November 4, 2010 as document number 1030839013.

B. By-Laws

The By-Laws of Oaks Improvement Association, and as amended from time to time thereafter.

C. Property

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

D. Association

The Oaks Improvement Association, an Illinois Not-For-Profit corporation.

E. Association Office

The Association Office is the general administrative office located in the Club House at 3000 Club Tree Drive, Streamwood, Illinois.

F. Board

The Board of Directors of the Association

G. Roles or Rules & Regulations

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

H. Common Property and/or Common Area

The Common Property and/or Common Area of the Association, as defined in the Amended and Restated Declaration.

I. Lot

A portion of Property which is owned exclusively by an Owner.

J. Owner or Lot Owner

The Owner or Owners of a Lot, as revealed in the public records, including a Contract Purchaser, who resides on the Property, unless the Contract Seller has expressly retained membership rights in writing. Where the Owner is a trust, the beneficial owner of the trust and any person having the exclusive power of direction over the trust, shall be deemed to have personal responsibility for the Lot to the same extent as if title to the property were held in the name of such person or persons.

K. Member or Members of the Association

A Lot Owner.

L. Member in Good Standing

Any member who is current in the payment of all regular and special assessments, late charges, fines, or other charges lawfully assessed or agreed upon and/or otherwise not in violation of any Rules and Regulations of the Association.

M. Resident

Any person who resides on the Property, including families of Owners and Tenants of Owners and including an Owner if the context so indicates.

N. Common Expense or Assessment

Any amount which the Board may assess or levy against an Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Amended and Restated Declaration, By-Laws, or the Rules and Regulations of the Association.

O. Property Manager, Managing Agent, or Manager

The person or entity, if any, employed by the Board of Directors of the Association to manage the day-to-day administration of the Property in the manner directed by the Board.

P. Common Interest Community

This is the legal designation of The Oaks Improvement Association as defined by the Illinois Common Interest Community Association Act.

Q. The Oaks

The shortened version of The Oaks Improvement Association. Synonymous with The Oaks Improvement Association wherever and whenever used in these Rules and Regulations.

R. Club House Events Coordinator

The person or entity, if any, employed by the Association to handle the reservation and booking of the Association Club House, the supervision of each private party or function, and to enforce the Rules and Regulations of the Association during each private party or function.

S. Tenant or Tenants

That person or persons whose name appears on a written Lease Agreement or written memorandum of an oral lease entered into with an Owner of a Lot within The Oaks Improvement Association.

T. Guest or Guests

An individual or individuals on or upon the Common Area or Common Property at the invitation of an Oaks Owner or Resident who is responsible for the conduct and action of such Guest or Guests.

II. GENERAL RULES

A. All the rules, regulations, and covenants contained in the Amended and Restated Declaration and By-Laws of The Oaks Improvement Association are incorporated as part of these Rules and Regulations and are subject to the enforcement policies and procedures set forth in Section X of these comprehensive Rules and Regulations. To the extent that the provisions of applicable Law, the Amended and Restated Declaration, the By-Laws, or these Rules and Regulations are in conflict, the provisions of applicable Law shall first control, followed by the provisions of the Amended and Restated Declaration, the By-Laws, and the Rules and Regulations, in that order.

B. These Rules and Regulations are binding on all Owners, Residents, Tenants and their families, guests, and invitees. Owners shall ensure that all such parties adhere to the terms of Rules and Regulations and shall be responsible for any infraction thereof by any such party.

C. Harassment and Anti-Discrimination

1. The Association is committed to providing an inclusive and welcoming environment for all members, residents, guests, employees, contractors, subcontractors, and vendors and does not tolerate harassment for any reason.
2. Harassment is unwelcome conduct that is severe or pervasive enough to create an environment that a reasonable person would consider intimidating, hostile, or abusive.
3. Harassment of any kind will not be tolerated at the Property or within the Association, whether the harassment is committed by an Owner or Resident (or family member, guest, tenant, or invitee thereof), or by a member of the Board or by any community association manager retained by the Board from time to time (or any employee, agent, or contractor thereof), or by any other person over whom any Owner, Occupant, Board Member, or community association manager has control.
4. The Association's prohibition against harassment includes actions that constitute discrimination based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavourable discharge from military service.

5. The Association's prohibition against harassment includes non-discriminatory actions such as uninvited or unwelcome verbal or physical contact, retaliation, or those actions that create an unpleasant or hostile situation or create an atmosphere of threats or intimidation.
6. The Association, its Board, and any community association manager retained by the Association pursuant to the Amended and Restated Declaration and the Act will take affirmative action measures to ensure against harassment.
7. If an Owner, Occupant, resident, guest, employee, contractor, subcontractor, or vendor feels that he or she has been harassed, he or she should immediately report the matter to Association management. If that person is not available or the individual feels that it would be unproductive to inform that person, he or she should immediately contact the President or other member of the Board of Directors. Once the matter has been reported, it will be promptly investigated, and any necessary corrective action will be taken where appropriate.

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

A. Alterations

No alteration of any kind may be made to the exterior portions of any building, including roofs, vinyl siding, aluminium or metal trim, brick, wood, cement stoops, sidewalks or steps, fences, gates, pole lights, coach lights, and any other exterior components of any home or building, unless specific authority for such alterations is either set forth in other sections of the Rules and Regulations or such alterations are specifically approved by the Board of Directors in writing under the Architectural Improvement provisions contained in Section G, below.

B. Antennas

No antennas of any kind may be attached or mounted to any portions of the Property unless it is done within the Owner's home and/or in an area which is under the exclusive use and control of the Owner and which serves only the Owner's home. No electronic wires, cables, cords or other electronic appliance power lines may be attached to the exterior of any portions of the Property including, but not limited to, the roofs, fascia, soffits, gutters, downspouts, vinyl siding, aluminium or metal trim, brick or wood. All such electrical wiring herein specified must be installed on the interior of the Owner's home.

In compliance with Federal Communication Commission (FCC) requirements, an Owner or Tenant of an Owner may install a satellite dish or antenna up to 1 meter in diameter on any portion of a Lot that is under the exclusive use and control of the Owner or Tenant. However, such satellite dish or antenna may not be installed on any Common Area or Common Property including, but not necessarily limited to, roofs, soffits, fascia, decorative trim work, aluminium or metal trim, gutters, downspouts, vertical building surface (whether covered with brick, vinyl siding or aluminium trim), any portion of the exterior concrete foundation walls, or any property located outside the boundary lines of the Owner's or Tenant's Lot as determined by survey.

Owners or Tenants may, at their sole and exclusive expense, attach a satellite dish or antenna to a vertical fence post of the fence serving their back yard, providing the satellite dish is attached to the inside of the fence. No satellite dish may be attached to the outside of any fence.

No Architectural Improvement Application shall be required as a pre-requisite or pre-condition for the installation of a satellite dish or antenna up to 1 meter in diameter on any portion of a Lot within the exclusive use and control of an Owner or Tenant of an Owner.

C. Assessments and Collections

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

2. Any payment of less than the full amount of all assessments and other charges which are due in any given month or any payment which is made late shall cause the Lot Owner to be subject to a late charge of fifty dollars (\$50.00) for that month which shall be added to and deemed part of the Owner's Common Expenses.

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

4. In accordance with the provisions of the Declaration and the By-Laws the Board of Directors, and without any further action required by the Board, the privileges of an Owner shall be automatically suspended during any period during which the Owner is in arrears in the payment of assessments and any other charges. This includes, but is not limited to, the right to vote at any Homeowner Meeting, to use the Association Pool, Club House, or other recreational facilities, or to participate in any other Association-sponsored function or event.

D. Fenced Yards

1. Owners shall keep fenced yards clean, orderly, and free from clutter.

2. Fenced yards may not be decorated, altered, or have the appearance changed. Nothing in this section shall prevent common items such as flower planters, thermometers, wind chimes, seasonal plaques, or similar backyard items from being attached to the inside of any wooden fence post, fence board, or fence slat. In the event that such items cause damage to any wooden fence post, fence slat, or fence board, the cost of repair shall be the responsibility of the Homeowner, or Tenant of a Homeowner, who caused the damage. In the event that such items need to be removed temporarily to allow for repair and/or maintenance of the back yard fence, such items shall be removed by the Homeowner and/or Tenant of a Homeowner, upon request by the Property Manager, and may be re-attached by the Homeowner or Tenant of a Homeowner, once the repair and/or maintenance has been completed.

3. Fenced yards may not be used for storage, other than for the seasonal storage of barbecue grills, lawn chairs, bicycles, and other items usually associated with fenced yards.
4. Clothing, sheets, blankets, laundry, and similar objects shall not be hung out or exposed above the fence line.
5. Fenced yards must not be used as animal bathrooms. Pet excrement must be cleaned up on at least a daily basis.
6. No decks, patios, storage sheds, or alterations may be made within the fenced-in back yard area without prior, written Board approval in accordance with Section G, below.
7. The Association shall be responsible for normal maintenance of fences including repair of fence posts and boards, gates and gate hardware, and painting of the exterior of the fence. All misuse or vandalism of fencing caused by the Owner, the Owner's family, Tenants, or Guests, or the pets of any of the foregoing, shall be repaired at the Owner's expense.

E. Awnings and Sunroofs

No awnings, sunroofs, canopies, or shutters of any type are permitted. This prohibition shall not apply to the seasonal use of patio umbrellas or temporary tents, which are in no way affixed to the buildings.

F. Board Meetings

Meetings of the Board of Directors of The Oaks Improvement Association are open to all Owners and Residents and all are encouraged to attend. The time for Board Meetings shall be determined by action of the Board of Directors and appropriate notice shall be provided to all Owners. In accordance with the Declaration, By-Laws, and applicable Law, the Board of Directors may choose to meet in a closed session, known as an Executive Session, to discuss:

- (1) An individual Homeowner's delinquency or Rules violation,
- (2) Personnel matters involving the hiring, disciplining, or termination of employees or matters dealing with vendors and/or contractors, and
- (3) Legal matters, including pending or threatened litigation.

Any vote on a closed session discussion will be held during the regular portion of the Board Meeting either on the same night or at the next regularly scheduled Board Meeting.

G. Architectural Improvements

All exterior changes MUST BE pre-approved by the Board of Directors. The "Exterior" includes (but is not limited to) doors, windows, and **all exterior surfaces** of the buildings, including roofs, vinyl siding and trim, as well as aluminium trim. The exterior also includes Common Property, such as the lawn areas. ALL requests for changes must be submitted, in writing, to the Board of

Directors, on the OIA forms, provided by the Association. No changes may commence until approved by the Board of Directors, in writing.

The following is the procedure that **MUST BE** followed to request ANY exterior architectural changes or improvements:

1. An Architectural Improvement Application Form (See Forms Appendix) must be completed and presented to the Board of Directors and must be completed in its entirety and must include:
 - a. Name and address of Owner (if completed by a Tenant the Application must be signed by both the Tenant and the Owner).
 - b. A complete description of the proposed alteration or improvement.
 - c. A drawing of the requested alteration, variation, or improvement showing the proposed change(s) with all specifications or brochures specifying the materials as to size, type, gauge, color, finish, etc. attached to the application; and
 - d. A completely filled out and signed Architectural Control Agreement (See Forms Appendix) should be presented at the same time the Architectural Improvement Application is submitted.

ANY ALTERATION TO AN EXISTING LOT OR ADJACENT COMMON PROPERTY WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS IS A VIOLATION OF THE DECLARATION & THE BOARD OF DIRECTORS HAS THE AUTHORITY TO REPAIR SUCH ALTERATION TO ITS ORIGINAL CONDITION AT THE OWNER'S EXPENSES. THIS MAY INCLUDE, BUT IS NOT LIMITED TO, THE REMOVAL OF UNAUTHORIZED DOORS, WINDOWS, STORM DOORS, AND WINDOWS AND SCREENS.

H. Common Property

1. Storage of any kind is expressly prohibited on or in any Common Property unless the area is expressly designated for such purpose.
2. All toys, recreation equipment, bicycles, and similar items must be removed from the Common Property by sunset.
3. Any games or other activities which create an unreasonable nuisance, damages any Common Property, or disrupts the peace is prohibited on or in any portion of the Common Property or Common Areas. There is an absolute prohibition against any games or activities, including baseball playing, on the driveways, streets or parking lots which are part of the Common Property or Common Areas.
4. Owners may not enclose any portion of the Common Property with a fence or other boundaries. Fences which were part of the property at the time of building are pre-existing exceptions to this Rule.
5. Any trees or shrubs to be installed on the Property must be approved by the Board, or its authorized agent, in writing unless otherwise authorized herein.
6. The Common Property and all common areas shall be kept free and clean of rubbish, debris, or other unsightly materials. An Owner, Tenant, or Resident who causes rubbish, debris or other

unsightly materials to be placed on the Common Property or Common Areas shall be held responsible for all costs and expenses incurred by the Association in having such materials picked up in addition to any fine(s) or other sanctions imposed for a violation of this Rule.

7. The consumption of alcoholic beverages of any nature is absolutely prohibited on any Common Property or Common Areas of the Association. There are NO EXCEPTIONS. The consumption of alcoholic beverages in violation of this Rule will subject the violator to a fine of one hundred dollars (\$100.00) upon a finding of guilt following a hearing held in accordance with the enforcement provisions contained in Section X of these Rules and Regulations. The fine for a second and all subsequent violations of this Rule shall be two hundred and fifty dollars (\$250.00) upon a finding of guilt.

Consumption of alcoholic beverages on any Common Property, Common Areas, or Public Property is also prohibited by Ordinances of the Village of Streamwood and it is the strict policy of the Association to file complaints with the Streamwood Police Department for all such violations.

I. Damage to Common Property

Any property which is damaged by the conduct of an Owner or by the Owner's family, Tenants, Guests, or invitees will be repaired by the Association and charged back to the Owner responsible, or, at the Board's option, may be repaired by the Owner at the Owner's expense (subject to inspection and approval by the Board, or its duly authorized agent). Any determination of whether the Owner is responsible is subject to the policies and procedures regarding enforcement of the Rules and Regulations as set forth in Section X.

J. Garbage and Trash

1. All garbage must be placed in sealed containers so that it cannot be windblown and set out for trash pickup on the day assigned by the Village of Streamwood. Garbage containers may not be placed for collection before 5:00 P.M. on the night before collection and empty containers must be returned to the fenced-in back yard area no later than 9:00 P.M. on the day of collection. Failure to remove empty garbage containers and recycling bins by 9:00 P.M. on the day of collection will subject the violator of this Rule to a fine of fifty dollars (\$50.00) upon a finding of guilt following a hearing held in accordance with the enforcement provisions contained in Section X of these Rules and Regulations. The fine for a second and all subsequent violations of this Rule shall be one hundred dollars (\$100.00) upon a finding of guilt.

2. For the purpose of this Rule the term "sealed container" shall mean a plastic or metal garbage can or container with either an attached or attachable lid that must be securely placed on top of the container. Recycling bins or plastic bags, with or without ties or fasteners, may not be used instead of sealed containers for the disposal of any food or food-related items. Recycling bins may only be used for the purpose of disposing of rinsed and clean recycling materials. Plastic bags containing food or food-related items must themselves be placed inside a sealed container and may not be (a) stored in any fenced-in back yard, or (b) placed out for collection on the day assigned by the Village of Streamwood. This Rule does not prohibit the use of plastic bags for the disposal of non-

food or non-food related items such as paper, or construction materials which may continue to be placed for collection on the day assigned by the Village of Streamwood.

3. Any Owner or Tenant of an Owner, if applicable, who disposes of food or food-related items in a plastic bag and fails to place that plastic bag inside a sealed container will be in violation of this Rule and will subject the violator to a fine of fifty dollars (\$50.00) upon a finding of guilt following a Hearing held in accordance with the enforcement provisions contained in Section X of these Rules and Regulations. The fine for a second and all subsequent violations of this Rules shall be one hundred dollars (\$100.00) upon a finding of guilt.

4. No Owner or tenant of an Owner, if applicable, shall store garbage containers or recycling containers on the Common Property, Common Areas, or in the front of any home. The only acceptable exterior storage area is within the Owner's fenced-in back yard. Storage of garbage containers in violation of this Rule will subject the violator to a fine of fifty dollars (\$50.00) upon a finding of guilt following a Hearing held in accordance with the enforcement provisions contained in Section X of these Rules and Regulations. The fine for a second and all subsequent violations shall be one hundred dollars (\$100.00) upon a finding of guilt.

K. Window Air-Conditioners

The installation of any window air-conditioning unit is considered an Architectural Improvement and must be pre-approved by the Board in accordance with Section G., above. The units must be properly installed and are subject to inspection by the Board of Directors and/or its duly authorized agent(s). The visible portion of the exterior case must be painted white to match the color of the trim on the building. Window air conditioner units shall only be permitted from May 15th thru October 15th, of each year.

L. Landscaping

1. Owners and their Tenants are permitted to plant flower beds and/or gardens on Common Areas outside of fenced yards subject to the following limitations:

- a.** Written permission to plant must first be obtained from the Board of Directors of the Association. All such written requests must be submitted to the Board, or its duly authorized representative(s), at the Association Office.
- b.** If the Board of Directors has previously given permission to plant flower beds and/or gardens such permission may be rescinded by the Board for just cause following a Hearing held in accordance with the provisions of Section X of these Rules and Regulations.
- c.** The Board of Directors, or its duly authorized representative(s), has the right to inspect the proposed planting area prior to granting or denying permission to plant.
- d.** Flower beds or gardens shall be limited to original, non-sodded areas unless otherwise approved by the Board of Directors in writing. However, under no circumstances shall the Board of Directors approve requests to allow flower gardens or plantings in front yards outside of existing non-sodded areas, nor shall the Board of Directors approve any requests to allow landscaping around front or back pole lights. Additionally, the Board of Directors

shall not approve any request that includes wooden landscape timbers as part of the proposed design when the intended improvement is on the Common Property or Common Areas.

e. Owners and their Tenants, if applicable, are fully responsible for all costs associated with a flower bed and/or garden and for the upkeep of any flower bed and/or garden. The Association's Maintenance Staff and/or Landscaping Committee will not be responsible for such upkeep.

f. Once a garden or flower bed has been planted, the Association is no longer responsible for the replacement of sod in that specific area.

2. Owners and their Tenants are permitted to plant trees and bushes subject to the following limitations:

a. Written permission to plant must first be obtained from the Board of Directors of the Association. All such written requests must be submitted to the Board, or its duly authorized representative(s), at the Association Office.

b. All trees and bushes must be planted at the Owner's or Owner's Tenants expense and the Owner or Tenant, if applicable, shall be responsible for the maintenance and upkeep of such trees and/or bushes. The planting of vegetable gardens or any fruit-bearing trees or plants is prohibited.

c. Once a tree or bush has been planted on the Common Property or Common Areas it cannot be removed by the Owner. However, any tree or bush may be removed and/or relocated by the Association when deemed necessary.

3. Any garden, flower bed, tree, or bush must be planted in such a manner as not to interfere with the functioning of any landscaping, maintenance, or snow removal equipment used on the Common Property or Common Areas by the Association or its contractors.

4. Any sod or other property damaged through the fault of an Owner or an Owner's Tenant shall be replaced at the expense of the Owner or Owner's Tenant responsible for such damage.

5. Owners or Owner's Tenants must water flower beds, gardens, trees, or bushes they have installed in accordance with specific watering restrictions and/or municipal Ordinances of the Village of Streamwood. Owners and Owner's Tenants having questions concerning watering restrictions should direct them to the Village of Streamwood Water Department (289-3130).

M. Park Rules

The Park located adjacent to the Association Pool is not owned by the Association. It is owned, operated, and maintained by the Village of Streamwood Park District. It is known as Oakwood Park and is a public park open to all Streamwood residents and their guests. The Association has no authority over this Park. Any complaints or problems should be reported to the Village of Streamwood Park District (372-7275) or the Streamwood Police Department (837-0953).

No activity that takes place in Oakwood Park is governed by the provisions of these Rules and Regulations unless such activity causes damage, destruction or creates a nuisance to the adjacent areas within our Association.

N. Leafleting

Any person seeking to distribute literature on the Common Property or any Common Areas, other than through the United States mail, shall first deliver a copy of the item to be so distributed to the Association and shall state the name, address and phone number of the person or persons who are the authors of the publication and of the person or persons sponsoring or distributing the publication. No other information shall be required for distribution.

O. Maintenance Requests

All requests for maintenance to the exterior portions of your home must be directed to the Oaks Association Office. The Maintenance Staff is not permitted to take maintenance requests directly from Owners or Tenants. The Oaks can only take requests from the Homeowner. All requests for maintenance will be processed through the Property Manager and/or Onsite Manager and a Work Order will be issued to the Maintenance Staff.

P. Seasonal Decorations

1. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.
2. No outdoor decorations are permitted except decorations which can be placed on an entrance door, windows, or fence. Any damage caused by the hanging of decorations shall be repaired by the Owner responsible or the cost of repair will be charged to the Owner by the Association.
3. No decorations which create a safety hazard for the building, or the Common Property or Common Areas will be permitted.

Q. Security

If any suspicious activity or activities are observed, you are urged to contact the police IMMEDIATELY. All police call's in the Village of Streamwood are handled by calling 911. You are also urged to write down the license numbers and/or take pictures of any suspicious motor vehicles that you may observe.

R. Signs and Advertisements

Article X, Section 3 of the Declaration of Covenants, Conditions, and Restrictions states, "...no more than one "FOR RENT" or "FOR SALE" sign of not more than five square feet may be maintained on any unit,". Article X, Section 3 continues, "...NO advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any unit or common area...". This specifically applies to the placement of "FOR SALE" or "SOLD" signs and such signs are expressly prohibited.

No "Beware of Dog" signs, or any other signs, may be displayed in any window or attached to any exterior portion of any building, including front and back doors or screen doors and back yard fences and gates, without prior, written Board approval as to size, color, and style. The Board shall designate a standard "Beware of Dog" sign which is the only such sign that will be allowed to be displayed.

S. Insurance

1. The Homeowner is responsible for insuring for the Full Replacement value of their home.
2. Homeowners should contact their insurance agent for advice; however, all policies must cover loss of any landscaping on the plat of survey as well as the owner's entire dwelling structure. Owners are also responsible for covering their own personal contents stored in the unit or elsewhere.
3. Homeowners MUST name the Oaks Improvement Association as an Additional Interest. A certificate of insurance (COI) or current policy MUST BE provided to the Association yearly upon renewal. Homeowners, before renewal, are responsible to update the Association if any changes to the policy are made.
4. As this is an Association of Townhomes, **a condominium unit owners insurance policy is NOT permitted nor adequate**. This type of coverage will not properly cover a unit owner in the event of an insurable loss. Failure to have the correct insurance could result in a fine being charged to your assessment account until the proper insurance has been purchased.
5. Owners who rent their units must, within the lease agreement, require tenants to carry renter's insurance with a minimum limit of \$100,000 for personal liability.

T. Windows

1. Any window frame replacement is considered an Architectural Improvement and must be pre-approved by the Board in accordance with Section G, above.
2. Any broken window must be repaired by the Owner within fourteen (14) days of the date of breakage.
3. No plastic or other temporary outside window covering may be placed on windows, including storm windows and/or screens. Temporary inside window coverings such as sheets, bedspreads, towels, etc. must be removed and replaced with proper window coverings within fourteen (14) days after occupancy of any Lot, unless otherwise approved by the Board in writing. All interior window curtains, shades, blinds, or other window coverings, visible from the outside, shall be kept in a state of good repair. This repair requirement specifically includes the repair and/or replacement of torn curtains, broken shades, blinds, and any other window covering that has fallen into a state of disrepair.
4. Nothing in this section shall be construed to prohibit the installation of interior, plastic stretch insulation materials that are attached to the interior window frames and/or trim

U. Storm Windows and Storm Doors

1. Storm windows shall have clear, uncoloured glass panes and unadorned frames of white-finished aluminium or baked-on white enamel. Storm windows must be purchased with a white

finish or be painted white by the Owner, at his or her expense, to match the white trim on all buildings. Any storm window replacement is considered an Architectural Improvement and must be pre-approved by the Board in accordance with Section G, above.

2. Storm doors shall have clear, uncoloured glass panes and unadorned frames of white- finish aluminium or baked-on enamel. Storm doors must be purchased with a white finish or be painted white by the Owner to match the white trim on all buildings. A "cross buck" design with approximately 40% of the top of the storm door being window/screen and the bottom 60% metal is the required design. Any storm door replacement is considered an Architectural Improvement and must be pre-approved by the Board in accordance with Section G, above.

3. No plastic or other temporary covering may be placed on any storm door or storm window.

4. Storm doors and windows must be maintained in good repair by the owner. This maintenance requirement specifically includes the repair and/or replacement of torn or ripped screens or broken locks. Any broken or damaged storm door or storm window must be repaired by the Owner within fourteen (14) days of the date of breakage.

5. Once a storm door or window is installed maintenance of the storm door or window becomes the sole and complete responsibility of the Owner.

V. Exterior Entry Doors

1. Any replacement of an exterior entry door is considered an Architectural Improvement and must be pre-approved by the Board in accordance with Section G., above.

2. Exterior entry doors must be painted white to match the trim on the exterior of the building,

W. Vandalism

Any resident who vandalizes the Common Property or any Common Areas, or any property owned by the Association, will be assessed a fine of two-hundred fifty dollars (\$250.00) for the first violation of this Rule, plus the full cost of restitution, upon a finding of guilt following a Hearing held in accordance with the enforcement provisions contained in Section X of these Rules and Regulations. The fine for a second and all subsequent violations of this Rule shall be five hundred dollars (\$500.00), plus the full cost of restitution, upon a finding of guilt.

Owners and/or Tenants will be held fully responsible for the actions of all members of their household, their guests, and invitees. If the individuals involved in the vandalism are Tenants of an Owner, or guests/invitees of Tenants of an Owner, the Owner shall also be entitled to receive notice of any and all hearings and shall be given an opportunity to be heard before the imposition of a fine and restitution.

Graffiti on any building, fence, or Common Property, and defacement of newly poured concrete or asphalt is considered to be both vandalism and destruction of Common Property.

It is fully the policy of the Board of Directors to file criminal charges and proceed with prosecution of the law for all vandalism incidents.

X. Littering

Any resident who litters the Common Property or any Common Areas will be assessed a fine of two hundred and fifty (\$250.00) for each initial littering incident upon a finding of guilt following a Hearing held in accordance with the enforcement provisions contained in Section X. of these Rules and Regulations. If the individuals involved in the littering are Tenants of an Owner, or guests/invitees of Tenants of an Owner, the Owner shall also be entitled to receive notice of any and all hearings and shall be given an opportunity to be heard before the imposition of a fine.

The fine for a second and all subsequent violations of this Rule shall be five hundred dollars (\$500.00) upon a finding of guilt.

Y. Noise Curfew

A noise curfew must be adhered to within the area administered by the Homeowners' Association, from 10:00 P.M. to 8:00 A.M. Sunday through Thursday and from 11:00 P.M. to 9:00 A.M. on Friday and Saturday.

Z. Association Books & Records

1. All members of the Association desiring to view or audit the books and records of the Association must submit a request in writing specifically identifying the records, which the member desires to view. Under applicable law, the Association has thirty (30) days to respond to said request.
2. Certain books and records of the Association are open to all members of the Association, or their duly authorized representative(s), in the form of either legal counsel or auditor.
3. No records of the Association may be removed from the Association Office at any time. There are no exceptions.
4. The records of the Association which are permitted to be copied and distributed, may be copied in the Association Office.
5. The Association reserves the right to charge its out-of-pocket cost per page, per copy.
6. The Association further reserves the right to charge the actual cost for any and all personnel hired by the Association to be present for security purposes to observe the review of the books and records in order to protect the integrity of the books and records of the Association. In addition, if the member requests to view records not stored on-site due to the age of the record, the Association reserves the right to charge the actual cost for any and all personnel hired by the Association to obtain said records.

AA. Association Maintenance Projects; Pole Light Transformers

The Association has various maintenance responsibilities and duties imposed upon it by the Amended and Restated Declaration, By-Laws, or State Law. In order for the Association to fulfil its

various responsibilities and duties each resident of the Association must comply with any reasonable request made by the Association for access to that resident's particular home. This requirement applies to allowing access to the fenced-in back yards, attics, and basements when necessary to complete required maintenance projects.

As part of the exterior lighting system, each home is equipped with a transformer that is usually located in the basement. This transformer provides power to either a front or back pole light serving your home. Each homeowner and/or resident is always required to keep such transformer plugged in. This is a mandatory security requirement. Each Homeowner and/or Resident is required to provide access to their home for the purpose of maintaining and/or repairing such transformer. A request for access to a home to maintain and/or repair a transformer is deemed to always be a reasonable request under this Rule.

Should an Owner refuse access to the interior of a home (attic or basement), and such refusal prevents the requested maintenance from being performed, the Association is relieved of any responsibility for the requested maintenance and/or any subsequent damage that may result from the failure to perform the requested maintenance. The Association shall document such refusal and forward a copy of the same to the Owner by certified mail, return receipt requested, or by personal service. Further, the Association reserves the right to fine such owner pursuant to the procedures set forth in Article X until access has been provided.

BB. TRESPASSING AND CRITERIA FOR EXCLUSION OF NON-RESIDENTS

Any non-resident will be directed to leave and will be barred from returning to The Oaks Improvement Association by the Board of Directors, or its designated agent(s) or representative(s) if that person:

1. Makes unreasonable noise.
2. Engages in fighting or violent or threatening behaviour.
3. Substantially interferes with any right, comfort, or convenience of any resident of the Association or any employee of the Association.
4. Engages in any activity which constitutes a nuisance including foul and/or abusive language.
5. Engages in any activity which constitutes a criminal offense.
6. Damages, defaces, destroys or in any way vandalizes any property belonging to the Association or any resident of the Association.
7. Litters on the Common Areas of the Association.
8. Drives any motor vehicle, including motor-driven scooters, in a careless or reckless manner, or rides a bicycle, scooter, skate board, roller skates or roller blades in a careless or reckless manner, or rides any of the foregoing in any parking lot of the Association;
9. Consumes or possesses an open container of any alcoholic beverage on the Common Areas.
10. Engages in gang activity, including but not limited to:

(a) Grouping to show gang affiliation in order to intimidate rival gangs, residents, or employees of the Association; and/or,

(b) Using hand signals or gestures for purposes of intimidation, or for purposes of provoking violent responses.

11. Violates the curfew ordinances of the Village of Streamwood;

12. Violates any of the Rules & Regulations of The Oaks Improvement Association

Any non-resident who fails to leave the Association after being directed to do so, or who returns to the Association after being given such direction by any Officer, Director or authorized employee of the Association, will be subject to arrest and prosecution for criminal trespass to real property under either Village of Streamwood Ordinances or applicable criminal trespass law of the State of Illinois (at the option of the Board of Directors).

IV. RULES REGARDING BASKETBALL COURT AND SKATING COURT

1. Basketball Court and Skating Court hours are from 9:00 A.M. to dusk.

2. The Basketball Court is specifically designed for playing basketball. Bicycles, roller skates, in-line skates, or any other equipment not used for playing basketball are not allowed on the Basketball Court at any time (unless such activities are part of an Association-sponsored event or activity). Additionally, the Basketball Court is not to be used for playing baseball or soccer.

3. The Skating Court is specifically designed to be used for skating activities and such other recreational activities as may be compatible with skating activities. Baseball/softball playing, and soccer are not compatible with skating activities and are prohibited on the Skating Court unless the Skating Court is not being used for skating activities. Skating activities always have priority over baseball or soccer and those playing baseball/softball and soccer must always relinquish the court immediately to anyone wishing to engage in skating activities.

4. No markings or lines of any kind are to be made on the surface of either the Basketball Court or the Skating Court other than those made by the Association. Any such markings or lines will be considered as vandalism and destruction of Association property and will be dealt with accordingly.

5. The surfaces of the Basketball Court and Skating Court are not to be used for fireworks due to the serious degree of damage that may occur. Anyone apprehended using either surface for fireworks will be considered to have violated Association Rules concerning vandalism and damaging of Association property and be dealt with accordingly.

6. The use of the Basketball Court and the Skating Court is reserved for residents of the Association and their invited guests only. Non-residents are not allowed on the Basketball Court or Skating Court unless they are accompanied by a resident of the Association who is fully responsible for the conduct of such non-resident. This limitation on use will be

enforced the Board of Directors and the Streamwood Police Department.

7. No alcoholic beverages of any kind are permitted on the Basketball Court or Skating Court at any time.

8. No animals are allowed on the Basketball Court or Skating Court at any time.

9. The Basketball Court and Skating Court have been designated by the Board as areas that close at dusk and are posted accordingly. Anyone apprehended using the Basketball Court or Skating Court after dusk will be prosecuted for criminal trespass to land in accordance with Village of Streamwood ordinances and the laws of the State of Illinois.

V. RULES REGARDING PETS

No animals, other than dogs, cats, or other animals considered to be household pets, shall be raised, bred or kept anywhere on the Property for any purposes. Dogs, cats, and household pets may be kept subject to the following limitations:

A. Dogs, cats, and household pets may not be raised, kept, or maintained for any commercial purposes. Wild animals may not be kept, including, but not limited to, chickens, rabbits, or fowl.

B. No more than a total of three (3) adult dogs, cats or other animals may be kept, raised or bred at any one time in any one lot. This limitation is mandated by a municipal ordinance of the Village of Streamwood. A kennel license received from the Village of Streamwood is required before any Owner, Tenant, or Resident shall be allowed to raise, breed, or keep more than three (3) adult dogs, cats or other animals or any combination thereof, at any one time.

C. Owners, Tenants or Residents who own dogs, cats, or household pets must provide them with adequate food, water, shelter, and veterinary care.

D. All dogs, cats and household pets must always be kept leashed while they are on any part of the Common Property.

E. Staking or leashing of dogs, cats, or household pets to any building or any part of the Common Property is prohibited.

F. No dog, cat, or household pets may be on the Common Property unattended at any time.

G. The Association will make arrangements to have any dog, cat, household pet or other animal found unattended on the Common Property picked up and impounded by the Streamwood Police Department. The owners of impounded animals must obtain their release for pickup from the Streamwood Police. The animal owner or keeper is responsible for all costs and expenses incurred relating to the animal's pick up and impoundment.

H. Dogs, cats, and household pets are not allowed to defecate on any part of the Common Area of Common Property. In compliance with an ordinance of the Village of Streamwood, all pet owners must immediately clean up after their pets if the pet should defecate on any part of the Common Area or Common Property.

I. Dogs, cats, and household pets must be controlled by their owners so they do not cause damage to any Common Property (including fences), Common Areas, or the property of any other Resident, and do not create a nuisance or unreasonable disturbance to residents. This includes excessive, uncontrolled barking and the creation of noxious odors.

J. Animal bites caused to people or other animals must be reported immediately to the Streamwood Police Department by calling 911.

K. An Owner, Tenant or Resident will be responsible for the actions of pets belonging to their Guests or Invitees. These Rules and Regulations apply in their entirety to the pet(s) of such Guests or Invitees.

L. Violation of any provision of these Pet Rules will subject the violator to a fine of one hundred dollars (\$100.00) upon a finding of guilty following a Hearing held in accordance with the enforcement provisions contained in Section X. of these Rules and Regulations. The fine for a second and all subsequent violations shall be two hundred and fifty dollars (\$250.00) upon a finding of guilty.

M. Any Owner who has been found guilty of more than two (2) violations of these Pet Rules shall be deemed liable for having a pet which causes or creates a nuisance or unreasonable disturbance. Pets that are found to be an egregious nuisance or determined to be vicious toward other people or animals in the sole determination of the Board of Directors shall not be tolerated. Owners of these pets shall be required to appear before the Board and may be ordered to remove the pet(s) from the property after notice and a hearing. In addition, the owner may be subject to a fine of up to \$2,500.00 per incident. The Board has zero tolerance toward threatening behavior by unit owners, their guests, and residents, as well as by any owned or visiting pets. For purposes of this provision, the term “pet” shall also apply to any service or emotional support animal.

N. Owners, Tenants and/or Residents found in violation of these Rules and Regulations concerning pets will be responsible for any and all costs and expenses, including attorney's fees, for (a) repairing damage caused by pets, (b) abating any nuisances caused by the pets, and (c) enforcement of these Rules and Regulations.

VI. PARKING RULES

A. GOALS

1. To distribute the parking resources among the residents in a fair and equitable manner.
2. To maintain the property and protect the common elements and landscaping.
3. To promote safety and general welfare in the parking areas.

B. PARKING RIGHTS

1. Ownership of each Lot shall entitle the Owner to the use of **not** more than two (2) parking spaces for operable, registered, and properly licensed motor vehicles. Each Lot Owner shall be assigned two (2) numbered parking spaces which shall correspond to the number appearing on their Parking Decals and Guest Pass(es).
2. For the purpose of these Parking Rules the term "motor vehicle" shall mean an automobile, van, mini-van, non-commercial truck, or motorcycle.

C. REGULATIONS

1. Parking Eligibility.

A) Every motor vehicle parked in the courts of The Oaks Improvement Association (hereinafter OIA) must display one of the following to be parked in such court: (a) a properly issued OIA Parking Decal, (b) a properly issued Overflow Parking Decal, (c) a properly issued Temporary Parking Pass, or (d) a Guest Pass provided to such guest by the host resident. Any motor vehicle parked in the Courts of the OIA not displaying the required Decals, Temporary Pass, or Guest Pass, as required, is subject to immediate towing without prior-warning or notice.

B) All vehicles are required to be in compliance with State law where the vehicles are registered, including insurance requirements.

2. Parking Registration.

Each Lot Owner, or Tenant of such Lot Owner, must complete a Parking Decal Application Form (See Forms Appendix) **which serves as registration for not more than two (2) motor vehicles.** Upon the proper completion of such Application the Lot Owner, or Tenant of such Lot Owner, shall be issued an OIA Parking Decal for each motor vehicle registered. **No Lot Owner, or Tenant of the Lot Owner, shall receive more than two (2) OIA Parking Decals at one time. In the event of a sale, purchase, or exchange of a motor vehicle the new motor vehicle must be re-registered.**

3. Parking Decals.

A) Each motor vehicle shall be issued a separate OIA Parking Decal with a permanent registration number assigned. This registration number identifies the particular motor vehicle in question and is NOT transferable to other motor vehicles. Such registration number shall be issued only once, and upon the sale of the motor vehicle or if the OIA Parking Decal is lost or destroyed, it shall be cancelled. It CANNOT be re-issued under any circumstances. If the motor vehicle is sold and replaced with a new motor vehicle, the old permanent registration number will be cancelled and a new permanent registration number will be issued and assigned to the new motor vehicle, by the OIA office ONLY.

B) **Once a permanent registration number is cancelled, it will be removed from the list of authorized numbers. Any vehicle subsequently displaying that permanent registration number on an OIA Parking Decal will be subject to immediate towing without further notice or warning.**

C) Parking Decals may be purchased at the OIA office during regular office hours, or the homeowner may make arrangements with the OIA office manager, at a cost of:

- (1) \$15.00 Per Permanent Resident Decal
- (2) \$20.00 Per Guest Decal.

4. Temporary Parking Passes.

As an accommodation to residents, the OIA will issue Temporary Parking Passes to protect motor vehicles from towing under certain circumstances. Examples are rental vehicles and temporary workers/contractor's vehicles. Such Temporary Parking Passes may be obtained from the Association Office located at 3000 Club Tree Drive (Club House).

5. Guest Parking.

A) Any visitor or guest parking in a court of The Oaks Improvement Association must park in one of the host's numbered parking spaces. It is the sole and complete responsibility of the host (the Lot Owner or Tenant of the Lot Owner) to ascertain and ensure that his or her guest has parked in the required numbered space. Guest Parking Passes may be obtained at the Association Office. **Guest Passes are to be used for occasional guests only and are not to be used by Lot Owners or Tenants of Lot Owners in lieu of an OIA Parking Decal.** Resident's motor vehicles must be properly registered and an OIA Parking Decal displayed. Misuse of Guest Passes by residents may subject the motor vehicle in question to towing and the owner subject to a fine.

B) These Guest Passes are numbered with the assigned parking number for each particular lot and are transferable in the event the lot is sold, only if the Seller fulfills **all** of the following requirements: (1) Notifies the Oaks Office, at least ten days prior to the sale of the unit, in writing, (2) identifies the number of guest passes being provided to the Buyer, (3) identifies who the buyer is and anticipated date of sale. Guest Passes may be purchased at the Association Office at a cost of \$20.00 each.

There is a limit to the number of Guest Passes that may be purchased.

6. Display of Decals and Passes.

Every motor vehicle parked in a court of the OIA must have a **CLEARLY VISIBLE** Parking Decal, Temporary Parking Pass, or Guest Pass always displayed. The following requirements are mandatory:

- a. OIA Parking Decals must be displayed in the lower right-hand corner of the front windshield (passenger side), permanently affixed to the glass by the adhesive and not taped.
- b. OIA Parking Decals shall not be placed in any area that is tinted Decals placed in tinted areas shall not be considered "clearly visible" under these Parking Rules.
- c. Guest Passes and Temporary Parking Passes must be placed on the rear view mirror so as to be clearly visible from the outside of the motor vehicle, or taped on the inside of the front

windshield in the lower right hand corner on those vehicles not having a rear view mirror. Any Guest Pass or Temporary Parking Pass placed in an area that is tinted will not be considered "clearly visible" under these Parking Rules.

7. Overflow Parking.

A) Overflow parking is limited to the following areas only:

- a. Hampton Court (north of Pool)
- b. Pool House lot (south of Pool)
- c. Parking area in front of the clubhouse.
- d. Village Streets. (*with permission of the Village of Streamwood*)

B) Overnight street parking is available with Village of Streamwood permits and in accordance with all parking ordinances, both Village and Association.

C) In order to park a motor vehicle in one of the Association Overflow Lots such vehicle must display one of the following:

- (a) an Oaks Parking Decal, that is properly registered.
- (b) a Temporary Parking Pass issued by the Association,
- (c) a Guest Pass, that is properly registered or issued by the OIA office.

Any vehicle not displaying one of these forms of identification will be subject to immediate towing without prior warning.

D) No inoperable or unlicensed motor vehicles may be parked in any of the designated overflow parking areas. Inoperable or unlicensed motor vehicles parked in the overflow parking areas are subject to immediate towing without prior warning or notice.

8. Loaned Parking Stickers.

OIA Parking Decals may NOT be sold to other Lot Owners or Tenants of other Lot Owners. However, OIA Parking Decals may be loaned by 1 resident to another resident, UNDER CERTAIN CIRCUMSTANCES. First & Foremost, all loaned OIA Parking Decals MUST BE reported to the Association Office and properly registered in accordance with these Parking Rules. A resident who loans an OIA Parking Decal to another Resident retains the right to "call back" the loaned Parking Decal at any time. The Association Office must be notified whenever a loaned Parking Decal has been called back and proper registration papers must be completed. Guest Passes may be loaned at the discretion of the resident loaning the pass. Failure to properly register a loaned permit/sticker can result in the vehicle being towed and the permit/sticker being revoked.

9. Unlicensed Vehicles and Village Stickers.

All motor vehicles must have current license plates to be parked in any OIA court, including the Overflow Lots set forth above. Unlicensed motor vehicles are subject to immediate towing.

10. Storage and Non-Movement of Motor Vehicles.

No motor vehicle may be stored in any Overflow Lots set forth in paragraph 7, above. Any motor vehicle not moved for a period of seven (7) consecutive days will be considered a stored vehicle and will be subject to immediate towing. The only exceptions to this Rule are as follows: A motor vehicle may be left unmoved for a period in excess of seven (7) days when the owner of such motor vehicle notifies the Property Manager, or a Director, that he or she will be out of town on business or on vacation, or that he or she will be hospitalized for an extended period of time. In such instances, and only in such instances, may the Property Manager or a Director, issue such Lot Owner or Tenant of such Lot Owner and extension pass, not to exceed thirty (30) days. Failure to do so shall subject the motor vehicle to the seven (7) days provisions set forth in this paragraph and the towing sanction specified. **Such extension pass must be taped to the front window of the motor vehicle so as to be clearly visible at all times.**

11. Prohibition of Auto Repair and/or Maintenance:

A) No repairs or maintenance of any motor vehicle shall be performed on any Association Court, including the Overflow Lots set forth in paragraph 7, above, nor on any village street, sidewalk, or any other Common Areas. For the purpose of this paragraph the phrase "repairs or maintenance" shall mean any repair or maintenance of a motor vehicle but shall not prohibit repair of flat tires. The Association may avail itself of the remedies specifically stated in Subsection 16 of these Parking Rules which provides for towing and/or imposition of a fine or fines. In addition, the Association shall suspend Association privileges upon a finding of guilt for a period not to exceed thirty (30) days as provided in the Rules, Policies, and Procedures Regarding Enforcement of the Rules and Regulations of The Oaks Improvement Association.

B) The fine for a first violation of this Rule shall be one hundred dollars (\$100.00) upon a finding of guilt following a hearing held in accordance with the enforcement provisions contained, in Section X. of these Rules and Regulations.

C) The fine for a second violation of this Rule shall be two hundred and fifty dollars (\$250.00) upon a finding of guilt, and the fine for a third and all subsequent violations of this Rule shall be five hundred dollars (\$500.00) upon a finding of guilt.

12. Commercial Vehicles, Mobile Homes, Campers, Boats and Trailers.

Village of Streamwood ordinances prohibit motor vehicles over two and one-half (2 1/2) tons gross weight from being parked on any street or Court. Such motor vehicles are subject to immediate tow without warning or prior notice. Additionally, no mobile homes, campers, boats, or trailers will be allowed within the Association property without special written permission from the Property Manager or a Director. Such permission shall be for a period not to exceed seven (7) days. This provision is to recognize that certain situations arise where the owners of a mobile home, camper, boat or trailer needs to bring such personal property onto the property for short periods of time.

13. Automatic Towing Policy.

The Association has an automatic towing policy. Variations and/or exemptions cannot and will not be granted by any Director or the Property Manager unless such variation or exemption is

specifically provided for in these Parking Rules.

14. Towable Violations:

By way of example only, and not as an all-inclusive list, the following violations will subject an offending motor vehicle to immediate towing:

- a.** Parking on sidewalks, fire lanes, grass, parkways, medians, the basketball, skating or other recreational court, or behind the large dumpster in the Pool House parking lot.
- b.** Parking in a numbered parking space without displaying either the assigned OIA Parking Decal for that parking space, or a Guest Pass or other Temporary Parking Pass.
- c.** Parking in a numbered space other than the numbered space corresponding to the OIA Parking Decal permanent registration number displayed on the vehicle.
- d.** Parking an unlicensed motor vehicle on any court (including Overflow Lots).
- e.** Parking an inoperable motor vehicle, or a vehicle leaking fluids, on any court (including Overflow Lots). The Parking Committee, or the Property Manager, may request the owner of any motor vehicle believed to be inoperable to demonstrate that such motor vehicle may be started and moved. Refusal to comply with such request shall be considered as an indication that the motor vehicle is inoperable and shall constitute grounds for immediate towing of the offending motor vehicle.
- f.** Storing a motor vehicle in any Overflow Lot for a period in excess of seven (7) days without obtaining an extension pass.
- g.** Parking outside of the designated parking lines or straddling the parking lines so as to take up two (2) parking spaces.
- h.** Double parking behind motor vehicles parked in the regularly marked parking spaces.
- i.** Parking in front of fire hydrants anywhere on Association property.
- j.** Parking in any manner that obstructs walkways.
- k.** Parking in any space specifically designated as a No Parking area or as a parking space reserved for Association personnel.
- l.** Abandoning a motor vehicle on any Association court (including Overflow Lots)
- m.** Failure to remove a motor vehicle from any court after a notice has been distributed where the failure to move such motor vehicle interferes with scheduled maintenance projects.
- n.** Parking in an Association Overflow Lot without displaying the required vehicle decal or pass.

The Oaks Improvement Association assumes no liability nor responsibility for damage to any motor vehicle parked within its boundaries, nor for any damage to any motor vehicle removed by towing because of violating any of these Parking Rules.

Any motor vehicle that is towed from Association property because of a violation of these Parking Rules will subject the owner of such motor vehicle to a towing charge and storage fees as set forth by State Law. Such towing fees and storage charges are set by the towing company in accordance with State Law and not by the Association. The Association receives no portion of such towing fees or storage charges.

In the event that the Association incurs a towing fee or any storage charges, and the owner of the towed motor vehicle can be identified, the Association has the right under its Declaration and By-Laws to charge such fees back to the Lot Owner. Such fees shall become a lien upon the lot in question and shall be collectible in such manner as provided by Association Rules and Regulations and applicable state law. In the event that the towed motor vehicle is the property of the Lot Owner's Tenant, and not the actual Lot Owner, then the Lot Owner shall be given prior, written notice of the Association's intent to charge back such towing and/or storage fees, and shall be given an opportunity to be heard prior to the actual charging back of such fees.

15. Prohibition of Three (3) Cars on Courts.

No Lot Owner, or Tenant of such Lot Owner, shall have more than two (2) cars parked on Association Courts at one time. For example, if you own two (2) cars you would normally park both cars on your court. However, if you invite a Guest to your home that Guest will park in your assigned, numbered space displaying a Guest Pass matching your numbered space. One of your cars can remain on your court. Your other car must leave your court and be parked in one of the Overflow Lots or on the village street. At no time may three (3) cars associated with your lot be parked on Association Courts at one time (except on those lots designated as Overflow Lots).

16. Association Remedies.

The Oaks Improvement Association may take any or all of the following actions against those who violate these Parking Rules:

- a. Towing of the offending vehicle by the Association's Towing Contractor, and/or,
- b. Imposition of a fine or fines in accordance with Section X of the Rules and Regulations of The Oaks Improvement Association.

17. Amendments.

These Parking Rules may be amended or modified by the Board of Directors of the Association in their sole and absolute discretion to protect the safety and welfare of Association Members, Tenants, and Guests in accordance with the Declaration and By-Laws of the Association.

II. RULES FOR RESERVING AND USE OF THE CLUB HOUSE

PART ONE

A. ELIGIBILITY

Only Lot Owners of The Oaks Improvement Association who are Members in Good Standing, or Tenants of Members in Good Standing, may reserve the Club House for private parties and private functions. Tenants must submit written permission completed by the Lot Owner prior to being able to rent the Club House. No person under the age of eighteen (18) may reserve the Club House. The Board of Directors will make the final determination as to the eligibility of all potential users of the Association Club House.

B. PRIVATE PARTIES AND/OR FUNCTIONS

Private parties and/or private functions are defined as activities not directly sponsored by the Association such as, but not limited to, wedding receptions, baptisms, political meetings, graduation parties, family reunions, family parties, and celebrations.

C. INSURANCE

Any resident using the Club House for a private party or private function at which a non-resident will be present must forward any claims arising from personal injury at such private party or private function to the organization providing his or her personal liability insurance. Proof of insurance must be presented prior to the date of the intended private party or private function. The rental contract specifies any additional insurance requirements that may be needed.

D. ATTENDANCE OF RESIDENT RESERVING THE CLUB HOUSE

The resident (Lot Owner or Tenant of a Lot Owner) in whose name the reservation is made **MUST** be present at all times during the private party or private function.

E. WHAT THE CLUB HOUSE CANNOT BE USED FOR

The Club House may not be used for private parties or political fund raisers with the idea of promotion of private and/or personal regular business, for example: Tupperware, Avon, Amway or other profit-making activities. . Additionally, the Club House may not be rented for the purpose of subletting.

No alcohol may be served, sold, traded, raffled or otherwise provided during any private party or private function. There is an absolute prohibition of alcohol at all private parties or functions held at the Club House—no exceptions will be granted. No entrance fee or head charge may be imposed.

F. LIMITS ON RESERVATIONS

The Club House may not be reserved more than twice a month for a private party or private function by the same resident without prior, specific written authorization from the Board of Directors. It is the responsibility of the resident wishing to exceed the limit set forth above to petition the Board for an exception.

G. MINIMUM AND MAXIMUM ALLOWABLE TIME FOR RESERVING THE CLUB HOUSE

Reservations must be booked with the Club House Events Coordinator not less than fourteen (14) days nor more than ninety (90) day in advance of the intended date for the private party or private function. Exceptions to this Rule may be granted by the Board of Directors and/or its designated agent provided that no more than one (1) exception is granted to any one resident in any calendar year. Special reservations may be made up to eleven (11) months in advance for events that do not occur more frequently than once a year (e.g. Halloween Party, Christmas Party, etc.).

H. RESPONSIBILITIES OF RESIDENTS BOOKING THE CLUB HOUSE

The resident booking the Club House is responsible for making necessary arrangements to (a) complete all required paperwork and make all required payments, (b) secure the Club House key from either the Property Manager or Director assigned Club House duty for the private party or private function in question, and (c) arranging for post-private party or post-private function clean-up during the one (1) hour clean up period provided.

The resident booking the Club House is responsible for turning off all lights, the oven, burners, locking all doors and removing all decorations, tape, garbage and refuse resulting from the private party or function. All refuse is to be placed in the large dumpster located west of the Club House near the Pool House. All folding tables and chairs are to be returned to their respective storage rooms at the end of the private party or function

The resident and all private party or private function guests using the Club House have the responsibility to obey all Parking Rules. It is the sole and complete responsibility of the resident booking the Club House to ensure compliance with such Parking Rules. Private party or private function guests are permitted to park only in front of the Club House or on the village streets. The Overflow Lots located by the Pool House and Hampton Court are **not** to be used by private party or private function guests.

I. MAINTENANCE OF ORDER

Private parties and private functions using the Club House must refrain from the creation of excessive noise. Whether or noise is excessive will be determined by the Security Guard(s) on duty, or any Director of the Association. The resident booking the Club House will be held completely and solely responsible for maintaining order during any private party or private function.

J. RESPONSIBILITY FOR KEYS

If applicable, the resident booking the Club House is solely and completely responsible for any and all keys to the Club House entrusted to his or her care. The resident bearing this responsibility may not, under any circumstances, lend such key or keys to any other person. Loss of keys will result in a substantial charge for the re-keying of the entire Club House.

K. CLUB HOUSE CURFEW; MUSIC CURFEW

Sunday through Thursday any private party or private function at the Club House must end no later than 11:00 PM and any music must cease no later than 10:00 PM. On Friday and Saturday any private party or function at the Club House must end no later than midnight and any music must cease no later than 11:00 PM.

L. MULTIPLE SCHEDULING

No more than one (1) private party or private function may be booked for the Club House on the same day unless specific arrangements are made in advance with the Board of Directors.

M. SECURITY GUARDS

One or more Security Guards are required to be present at all private parties and/or private functions (unless waived by the Board of Directors or by the Property Manager in accordance with written policies to that effect). The Association will assure that such Security Guards arrive not later than fifteen (15) minutes prior to the scheduled start time for the private party or private function.

The cost for the Security Guards will be paid by the resident booking the Club House at the rate established by the Board of Directors. There shall be a four (4) hour minimum charge for Security Guards at all private parties and/or private functions.

Security Guards must always be present. No one may release the services of the Security Guards other than the Director assigned Club House duty for the private party or private function in question. Failure of the Security Guards to be in attendance throughout the private party or private function, as a result of being dismissed by the resident booking the Club House or a guest, shall result in the forfeiture of the Security Deposit.

N. NO SMOKING

The Club House is designated as a "No Smoking Facility" and is posted accordingly. No smoking is allowed in the Association administrative office, rest rooms, kitchen, main hall areas or small party room. This prohibition does not extend to the Maintenance Shop and garage area. Any person violating this absolute prohibition will be asked to immediately cease smoking by the Property Manager, Security Guard, or any Director on duty. Should such person fail to cease smoking following such request he or she will be ejected from the Club House and may be subject to a fine and/or suspension of Club House privileges in accordance with the enforcement provisions of these Rules and Regulations.

PART TWO

A. BOOKINGS

Club House bookings shall be taken on a first come, first served basis from Members in Good Standing in the Association. If the resident wishing to reserve and use the Club House is a Tenant of an Owner both the Tenant and the Owner must be in good standing with the Association. There are absolutely no exceptions to this Rule and the Board of Directors shall not grant a waiver of this Rule under any circumstances.

1. All bookings shall be on forms designated and provided by the Association for that purpose. (See Forms Appendix).

2. The Board of Directors or its designated agent(s) shall be responsible for informing residents who are not in good standing that they are not able to reserve and use the Club House.

3. The Board of Directors or its designated agent(s) shall not allow any resident to book the Club House more than twice in any given calendar month for a private party or function (unless such resident is given written permission from the Board of Directors or its designated agent(s) granting such permission).

4. The Board of Directors or its designated agent(s) shall maintain a Club House Reservation Book which shall, at a minimum, contain a twelve (12) month revolving calendar and shall contain all relevant reservation forms relating to each private party or function that has been booked.

5. The Board of Directors shall have sole and complete authority to establish the amount of (a) Club House Rental Fee, (b) Security Deposit, (c) the number of security guards required and their compensation, and (d) the allowable occupancy level for Club House functions. Any and all Club House rental forms used by the Association for the rental of the Association Club House are incorporated into these Rules and Regulations as though more fully set forth herein in their entirety.

VIII. SWIMMING POOL RULES

A. ADMISSION TO THE OAKS SWIMMING POOL

1. POOL ID CARDS: Association Members MUST be members in good standing with the Association and must have a valid Oaks Photo ID Card. There are no exceptions. There will be a \$10.00 renewal fee each year and a \$10.00 charge for Photo ID Cards. The cards will be kept in the pool office during normal pool operating hours. Residents who wish to use the pool will present the Photo ID Card to the door attendant who will use the Photo ID Card to verify identification and to check for eligibility to use the pool facilities (i.e. whether the Resident is in good standing with the Association). The Photo ID Card will be returned to the Resident when he or she leaves the pool. A child must be not less than six (6) years old to obtain a Photo ID Card.

2. TENANTS: Tenants of Association Members must have in their possession a valid Photo ID Card issued by the Association. Such Photo ID Card will be issued and be valid ONLY if both the Tenant and the Association member are in good standing with the Association.

3. PAST DUE ASSESSMENTS/CHARGES/SUPENSION: Any and all questions and concerns regarding assessment delinquencies, past-due charges, or suspension due to rule violations must be resolved by the Board of Directors. The lifeguard(s) and/or door attendant cannot resolve such problems.

4. GUESTS OF ASSOCIATION MEMBERS OR TENANTS: Guests will be admitted only on a valid Guest Ticket. All guests must be registered at the pool house with the door attendant on duty.

5. REPLACEMENT CARDS: If a Member or Tenant loses his or her Photo ID Card and at any time wants a replacement, the total fee is \$15.00 (\$10.00 for the Photo ID Card and \$5.00 for the colored renewal sticker).

6. AVAILABILITY OF CARDS: Photo ID Cards will be available at the Association Office during regularly scheduled office hours (and/or) at such other times as determined by the Board of Directors.

7. REGISTRATION AND LIABILITY WAIVER: All adult Residents must complete a registration form and execute a liability waiver at the time of registration before being issued any Photo ID Cards or Guest Tickets.

8. PROPERTY OF THE ASSOCIATION: All Photo ID Cards remain the property of the Association and must be surrendered upon suspension of pool privileges.

B. POOL GUEST TICKETS

1. FREE GUEST TICKETS: Five (5) Guest Tickets will be issued free to each Association Member in good standing, or his or her tenant if applicable, at the time of registration

2. PURCHASE PRICE: Guest Tickets may be purchased at the Association Office in the Club House, or from the Door Attendant, for \$1.00 per ticket. (*Cost is subject to change*)

3. ADMISSION: Each Guest Ticket is good for one admission to the swimming pool. One ticket per Guest, per day, will be required. Guest Tickets will be honored from year to year. A special pool stamp marks the validity of each Guest Ticket.

4. SIGN-IN OF GUESTS: An adult Resident **MUST** sign each Guest in at the Pool House with the Door Attendant before the Guest may enter the pool.

5. PROHIBITION: Residents in good standing are **NOT** allowed to sign in any Resident who is not also in good standing with the Association. Failure to comply with this Rule can result in the suspension of your swimming privileges for a period of up to thirty (30) days.

6. RESPONSIBILITY: Residents who sign in Guests are directly responsible for the action of their Guests. Any misconduct by Guests may result in suspended pool privileges for the Resident who signed the Guests into the pool.

C. GENERAL RULES FOR USE OF THE OAKS SWIMMING POOL, TODDLER PLAY AREA AND PATIO AREA

1. ACCEPTABLE ATTIRE: In accordance with Illinois State Law, no street clothes or shoes/sandals are allowed to be worn on the pool deck. Adults supervising children in the toddler play area are allowed to wear street clothes and shoes or sandals. The only attire that will be allowed in the pool enclosure is swimming apparel expressly designed and manufactured as swim wear. Sun suits will be permitted for expectant mothers not desiring to swim. Cut-offs and thong bathing suits are not permitted. Proper fitting T-shirts will be permitted over swimming attire.

2. SHOWER REQUIRED: A shower must be taken prior to entering the pool enclosure and again after using suntan lotion before entering the water.

3. HEALTH RESTRICTIONS: Persons with colds, nose and/or throat discharges, any open cuts or sores, or anyone with known infectious, transmittable viruses and/or diseases will not be allowed to enter any of the pool areas.

4. INAPPROPRIATE BEHAVIOR: Running, rough-housing, or foul/abusive language will NOT be tolerated. Violations may result in personal or household suspension of pool privileges for a period of up to thirty (30) days. Members, Tenants and/or Guests who refuse to obey these established Pool Rules, or whose conduct, actions or language is considered inappropriate, offense, obscene, or detrimental to other pool patrons may be barred from further use of the pool in accordance with the Rules and Regulations of the Association.

5. LIFEGUARD AND DOOR ATTENDANT AUTHORITY: The Lifeguards and/or Door Attendant on duty have full and complete authority to enforce all provisions of these Pool Rules, including authority to cause the removal of any Member, Tenant and/or Guest who violates any of the Pool Rules and to enforce any suspension of pool privileges mandated by the Board of Directors of the Association. Lifeguard and/or Door Attendant authority extends to the Common Areas including parking areas adjacent to the pool.

6. ALCOHOLIC BEVERAGES, FOOD, AND BEVERAGES: No alcoholic beverages of any nature whatsoever are allowed in the pool area. All other beverages must be in either paper cups, Styrofoam cups or in cans. Semi-rigid plastic cups, glass bottles or other containers are NOT allowed in the pool area. NO food or gum will be allowed in the pool or pool areas, except in the adjacent patio area.

A. All containers are subject to inspection.

B. Individuals using the picnic area and patio area must pick up after themselves. All garbage must be picked up and placed in the appropriate containers.

C. No barbecues or other cooking utensils will be allowed in the pool area. Exception: This Rule does not apply to Association-approved community functions.

7. ADMITTANCE OF MINORS TO THE POOL: Any person less than 16 years of age must be accompanied by a responsible person 16 years of age or older unless a lifeguard is present. In order to be deemed to be a responsible person, one must demonstrate the ability to swim two (2) widths of the pool, at the Lifeguard's request.

Illinois State Law prohibits individuals who are not toilet trained or who are suffering from incontinence from entering the pool, unless they are wearing protective pants and/or diapers.

Strollers, buggies, walkers, playpens, etc. are **NOT ALLOWED** on the pool deck but may be used in the adjacent patio area subject to the Lifeguard's and/or Door Attendants discretion.

8. INFLATABLES, TOYS AND PLAYTHINGS: Life rafts, inner tubes, floating tubes, Frisbees, inflatables, "NERF" balls and other pool toys will be allowed at the Lifeguard's discretion based on pool occupancy and nature of use. The lifeguard's decision as to whether such playthings shall be allowed on a particular day or at a particular time is final. Any individual whose conduct with regards to the use of such playthings is deemed inappropriate by the lifeguard may be prohibited from the use of such playthings (either for the day in question or permanently based on the situation).

9. USE OF SLIDES AND DIVING: The maximum weight for use of the small slide is 80lbs. The large slide in the deep end may be used by any individual who meets the pool requirements

set forth in Section 7, above. On busy days it is up to the Lifeguard's discretion as to whether the slide(s) may be used or whether diving or jumping off the sides of the deep end will be permitted.

10. LAP SWIMMING: The pool will be reserved for lap swimming only for fifteen (15) minutes every hour on the hour (eg. 1:00-1:15. 2:00-2:15, etc.).

11. NO SMOKING: The Association Pool is designated as a "No Smoking Facility" and is posted accordingly. No smoking is allowed in the Pool House rest rooms, shower rooms, Pool House office, pool deck or associated patio and picnic areas. Any person violating this absolute prohibition will be asked to immediately cease smoking by the Door Attendant and/or Life Guard on duty. Should such person refuse or fail to cease smoking following such request he or she will be ejected from the Pool for the day. Additionally, such person may be subject to a fine and/or suspension of pool privileges in accordance with the enforcement provisions of these Rules and Regulations.

12. NO AFTER HOURS SWIMMING, LITTERING OR VANDALISM: Once the pool is closed there will be absolutely no after-hours swimming or entry into the pool enclosure, toddler area, or patio area. Violators will be charged with criminal trespass to land and will be prosecuted by the Association. The Pool House is posted accordingly. Additionally, no loitering in or around the Pool House or pool areas will be permitted. The Pool House and pool areas are posted accordingly, and violators will be charged with criminal trespass to land and will be prosecuted by the Association. Additionally, violators will have their pool privileges suspended for a period of thirty (30) days.

13. PRIVATE PARTIES: No private parties will be permitted at the pool with the exception of Association-sponsored or sanctioned community functions.

14. RULE CHANGES: These Pool Rules may be amended or modified by the Board of Directors of the Association in its sole and absolute discretion to protect the safety and welfare of Association Members, Tenants, and Guests.

15. POOL CLOSURES: The Board of Directors, the Agent, and/or the Lifeguard have the full and sole authority to determine whether to close the pool for any duration of time and for any reason. Owners shall not be entitled to a refund of any amounts paid for pool passes, assessments or the like, due to reason of closure.

IX. RULES RELATING TO LEASES, TENANTS AND NON-RESIDENT OWNERS AND CRIMINAL ACTIVITY

A. All Owners who do not reside in a Lot owned by them shall provide the Board with their permanent resident address, phone numbers and email, where they may be reached in an emergency (both home & work). Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a Common Expense. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notice at any address other than the address of the Lot, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of such Owner caused by any delays in receiving notices resulting therefrom. Such information may be provided on the Off-Site Owner Questionnaire (see Forms Appendix) or on any other form providing essentially the same information.

B. As of the effective date of these Rules and Regulations, no Owner whose Lot is not already leased, (*in good standing*) may lease his or her Lot to a third party, unless he or she has first resided in the Lot for a continuous period of not less than one (1) year. A person will be considered to reside in the Unit when the person utilizes the Unit as his/her primary residence. This means that the Owner will be required to live and sleep in the Unit as his/her home most of the time, for an uninterrupted period of three hundred and sixty-five (365) days from the date of purchase of the Unit.

In determining whether an Owner has resided in the Lot for a continuous period of not less than one year, the Board may request the following information or documents:

1. Documents showing that the Lot is listed as the Owner's legal address for purposes of: For real persons:
 - a. Federal and state tax documents
 - b. Voter registration
 - c. Vehicle registration documents
 - d. Driver's license or other government issued identification
 - e. Employment documents (application, pay stubs)
 - f. Utility bills
 - g. Bills, bank statements, or official notices mailed to and received by the Owner addressed to the Lot
 - h. Sworn statement of the Owner and/or a third-party confirming residency

If the Owner provides four (4) or more of the above-listed proofs of residency, the residency requirement will be deemed to have been met. If the Owner provides less than four (4) of the listed proofs, the Board shall have the exclusive discretion to consider the information and documents presented by the Owner, and to determine whether they reasonably demonstrate that the Owner has resided in the Lot for the requisite period of time.

Owners of Lot that are owned in trust or by a corporation will be required to provide the declaration of trust and/or articles of incorporation, secretary of state filings, tax returns, beneficiary designation and/or sworn statement by the trustee or officer of the corporation. The Board shall have the exclusive discretion to consider the information and documents presented by the Owner, and to determine whether they reasonably demonstrate that the Owner, through its designated representative, has resided in the Lot for the requisite period of time.

If the Board determines that the Owner has not resided in the Lot for a continuous period of one year or more, the Board will issue its determination in writing, with factual findings included. The Board's decision as to whether an Owner meets the residency requirement for purposes of leasing his or her Lot shall be final.

C. No eligible Owner may lease less than the entire Lot, nor may the Lot be leased for transient or hotel purposes. Every lease must be for a period of at least twelve (12) consecutive months, and no more than twenty-four (24) months, unless the Board consents in writing to a lesser term.

D. It is the Owner's responsibility to comply with the following upon the signing of each new lease or renewal:

- 1.** Provide the Association with: a check made payable to the Association in the amount of \$300.00 for lease administration; a copy of the fully executed lease (or memorandum thereof, if the lease is oral) no later than the date of occupancy or ten (10) days after the lease is signed, whichever comes first. The lease must include names of all adult residents of the unit. All tenants must be provided a copy of the Amended and Restated Declaration, By-Laws, and Rules and Regulations by the owner upon executing a lease for the unit. All leases must be in writing and must otherwise comply with the Declaration, and leasing policies and rules.
 - a. The lease must name the Titled Owner as the Landlord or Lessor. Should the lease reflect anyone or entity other than the Titled Owner, additional documents will be required.
 - b. The \$300 Leasing Admin Fee is an annual fee.
- 2.** The Association is a Crime Free Community and has implemented the following requirements:
 - a. Owners must notify prospective tenants that the Association is a Crime Free Community.
 - b. Owners must obtain a completed lease application from prospective tenants and provide a copy to the OIA office no less than ten (10) days prior to occupancy of a unit.
 - c. Owners must also provide a copy of a current background check on all occupants of the unit aged eighteen (18) and older.
 - d. The Owner is required to submit, not later than the date of ten (10) days after the lease is signed or the date of occupancy, whichever is earlier, the names and ages of all tenants including children, who will be residing in the unit.
 - e. All leases must be current. The Association or its Agent(s) must be provided a copy of all updated lease (renewals) and all other required documents not later than the date of occupancy or ten (10) days after the updated lease is signed, whichever occurs first.
 - f. Discrimination on the basis of age, race, color, creed, national origin, or sex is not allowed.
 - g. If a tenant violates the Declarations, By-Laws or the Rules & Regulations, the Homeowner shall be held responsible.
 - h. The Sub-Leasing of units is NOT permitted.
 - i. During the terms of the lease, no new adult roommate may move in without a new lease being generated, containing the names of all adult

tenants residing in the unit (a new roommate is someone residing in the unit longer than ten (10) days.) A copy of the new lease, and all other applicable documents, must be delivered to the OIA office or to its Agent.

3. The Association also requires the Lessor (Landlord) to provide the following documents:
- Current Village of Streamwood Rental License.
 - Oaks Lease Rider (2020 updated version)
 - Crime Free Addendum & Applicable background check documents.
 - Updated Off-Site Owner Questionnaire
 - New or Updated Resident Questionnaire, for use to obtain parking permits.

All documents must be signed by the Titled Owner (as Lessor / Landlord) otherwise additional documents will be required.

A VIOLATION OF THE FOREGOING RULES WILL RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SECOND VIOLATION, AND \$500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION.

3. Anytime a crime is committed on this property, which involves a resident, tenant, guest or invitee of a tenant, resident or guest, the following fines may be assessed to the Owner of the Unit which is involved:

- a. Activities on this property, such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offense behavior, harassment, intimidation, public drunkenness (adult) or party out of control, if supported:

1st offense: at least \$250.00

2nd offense: at least \$500.00

Thereafter: at least \$750.00

- b. Activities on this property, such as, but not limited to, domestic violence, child abuse, assault, burglary, theft, public drunkenness (minor), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property, if supported:

1st offense: at least \$500.00

Thereafter: at least \$1000.00

- c. Activities on this property, such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity, illegal possession of a firearm or weapon, discharge of firearm, aggravated assault, kidnaping, or murder:

1st offense and thereafter: at least \$2000.00 per incident

4. In addition to any other remedies set forth herein, the Association may seek to enjoin a tenant from occupying a Unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure by filing an action jointly against the tenant and the Owner for failure of the lessor-Owner to comply with the terms of the leasing requirements set forth in the Declaration, By-Laws or Rules and Regulations of the

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

5. This policy becomes effective upon adoption by the Board of Directors.
6. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the Owner of the unit responsible.

X. RULES, POLICIES AND PROCEDURES REGARDING ENFORCEMENT

A. Violation Report.

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 set forth in the Violation Report (see Forms Appendix). In the event the Violation Report is not used the complaint must include, at a minimum, the following:

1. The name, address, and phone number of the complaining witness.
2. The Owner's, Tenant's or Guest's name and the address of the home where the person complained of resides.
3. The specific details or description of the violation, including the date, time, and location where the violation occurred.
4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearing or trial which may be necessary.
5. The signature and address of the complaining witness and the date on which the complaint is made.

Whenever possible, the Association recommends that photographs, videotape, or tape recordings be taken to illustrate the nature of the violation. Any such evidence should be sent in with the Violation Report or forwarded as soon as possible. The name of the person who took the photographs, video tape, or tape recording and the date on which it was taken or made should be included.

B. Notice of Violation.

When a complaint is made pursuant to the above, the person charged with the violation will be given a written Notice of Violation (see Forms Appendix), informing him or her of a time and place where the Violations Committee will conduct a hearing to review the complaint. At the time specified in the Notice of Violation the Violations Committee will conduct a hearing on the complaint. The hearing will proceed with or without the presence of the accused so long as notice

has been sent in advance of the hearing date. After the hearing has been concluded the Violations Committee will present its findings for disposition at the next regularly scheduled Board Meeting.

C. Hearing on Violation

In order to provide a fair and impartial hearing for all residents accused of violations of the Declaration, By-Laws, or Rules and Regulations, the following procedures have been adopted by the Board of Directors:

1. The hearing shall commence on the date, time, and place specified in the Notice of Violation. At the hearing, the party requesting the hearing may be represented by an attorney. Written notice of the intention to be represented at the hearing by an attorney shall be provided to the Association no less than seventy-two (72) hours in advance of the scheduled hearing. If an attorney appears on behalf of the cited party, with or without notice, the Board reserves the right to continue the hearing until the Association's attorney has been consulted or can be present. If the violation is found to be proven, any fees incurred by the Association for the presence or consultation of the Association's attorney may be assessed to the cited party's account at the sole discretion of the Board.
2. Failure of any party or witness to appear will not delay or cancel a hearing unless the Board or its duly authorized agent(s) have been notified in advance of a request for postponement and there is sufficient time for the Board to notify all parties of the new date.
3. The Violations Committee shall designate a Chairman. The Association reserves the right to appoint any individual to the Violations Committee or as Chairman, including the Association attorney. The Chairman will direct the proceedings and strictly follow the agenda.
4. At the commencement of the hearing, the Chairman will set a time limit on all proceedings and the entire length of the hearing itself, e.g.:
 - a. 20 minutes total
 - b. Complaining witness statements and reading of complaints and letters~5 minutes.
 - c. Accused's statements and questioning of witnesses-5 minutes.
 - d. Questions by Directors, or Violations Committee, of witnesses and accused-5 minutes
 - e. Final statements:
 1. Accused-2 minutes
 2. Complaining witness(es)-2 minutes
 3. Committee-1 minute
5. The hearing will then be adjourned, and all parties excused. The Violations Committee will deliberate in private and prepare a written recommendation to be given to the Board of Directors to be reviewed and voted upon at the next regularly scheduled Board meeting. The hearing will then be adjourned, and all parties will be excused. The Violations

Committee can recommend a fine, legal action, a strong letter of warning, or a finding of not guilty to the Board of Directors.

6. The Board will vote to either accept, reject, or modify the recommendations of the Violations Committee.

7. The Board's decision will be sent to the Accused in writing with copies to the complaining witness(es) after the Board meeting.

D. Board Determination

Payment of any assessments, charges, costs, or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board of Directors has completed its determination. Notification of the Board of Directors' determination shall be made in writing and mailed to the Accused and a copy of such notification letter shall be permanently filed in the Association's books and records.

E. Payment of Charges.

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

F. Fines and/or Penalties.

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:

1. If found guilty of a violation, the Owner shall be notified of the finding by the Board of Directors or its duly authorized agent(s) that a violation has occurred.
2. If a specific fine or penalty for the violation in question is set forth in the Declaration, By-Laws, or these Rules and Regulations the Board shall impose such fine or penalty.
3. If a specific fine or penalty is not set forth in the Declaration, By-Laws, or these Rules and Regulations and the finding of guilt is for a first violation, the Board may, in its discretion, elect to impose a fine or issue a written warning.

First Violations: With respect to a first violation the Board shall consider the seriousness of the offense, the length of time the Rule or Regulation has been in effect, the length of time the violator has owned or been a resident in the Association, whether the violation was committed by an Owner, Tenant, or Guest, and if not committed by an Owner, the extent of control the Owner had or should have had over the conduct of the Tenant or Guest, and any other appropriate factors.

If the Board, after due consideration, chooses to impose a fine the amount for a first violation shall generally be an amount of not less than \$25.00 nor more than \$100.00. Violations of a continuing nature may also be fined at a rate of not less than \$10.00 per day for each and every day until the violation has been abated or eliminated and the Association has received notice of such abatement or elimination of the violation.

Second Violations: With respect to a second violation of the same Rule or Regulation the Board shall have no discretion and, upon a finding of guilt following a hearing in accordance with this Section, shall impose a fine. The fine with respect to a second, and all subsequent violations of the same Rule or Regulation shall generally be not less than \$50.00 nor more than \$250.00. Violations of a continuing nature may also be fined at a rate of not less than \$20.00 per day for each and every day until the violation has been abated or eliminated and the Association has received notice of such abatement or elimination of the violation.

Serious Violations: Notwithstanding the foregoing, if, in the Board's determination, the nature of the violation of the governing documents or Rules and Regulations is such that any delay could jeopardize the health, safety, or the welfare of the other homeowners or residents, then the Board may immediately forward the matter to the Association's attorney for appropriate legal action. In addition, notwithstanding the foregoing, if the violation is one which caused an immediate risk to life, safety or property, the Board has the authority, after notice and a hearing, to levy a fine not to exceed \$2,500.00 per infraction. All costs, expenses, fines and attorney's fees incurred by the Board in connection with the exercise of the Association's rights shall be the responsibility of the offending owner. Such amount shall be charged to the owner's account and the Association shall have a continuing lien for the same upon the Lot.

Imposition and Payment of Costs: If found guilty of any violation, including a first violation, the notice of determination shall also require the Owner to correct any damage or any unauthorized condition on the Property for which the Owner has been found liable, and to pay any legal expenses and administrative costs incurred by the Association as a result of the enforcement of these Rules and Regulations.

Architectural Control Violations: In the event of a violation of the Architectural Control provisions of these Rules and Regulations the Owner, upon a finding of guilt, will be given one (1) written notice of an opportunity to correct the violation. Such notice will describe with particularity (a) what repairs need to be done to remedy the violation, or (b) what unauthorized additions or alterations need to be removed and the property returned to its original condition. The Owner shall have a period of twenty-one (21) days to affect the necessary repairs and/or remove unauthorized additions or alterations and perform necessary restoration work.

In the event the Architectural Control Violation has not been corrected within the twenty-one (21) day period noted above, the Association will proceed to have the violation corrected and the Owner will be assessed for the full cost of labor and materials required to effect such correction.

In addition to the foregoing assessment of labor and materials, and in order to encourage Owners to correct Architectural Control violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in supervising any such correction, the Association will assess and Owner who forces the Association to correct an Architectural Control violation an additional administrative charge of one hundred dollars (\$100.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.

H. Remedies. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

XI. AMENDMENTS

In accordance with the By-Laws of the Association, these Rules and Regulations may be amended, from time to time, as deemed advisable by the Board with regards to the use, enjoyment, administration, management, maintenance, conservation, and beautification of the Common Area and to protect and promote the health, comfort, safety and general welfare of the Owners and occupants of the property. Prior written notice of such amendment or amendments shall be given to all Owners affected thereby specifying the effective date of such amendment or amendments.

Forms Appendix

This Forms Appendix includes samples of various forms that are used by the Association. These are administrative forms and are not a formal part of the Rules & Regulations. The format, content, and style of any form may be changed at any time as the need arises.

1. Architectural Improvement Application
2. Resident Questionnaire
3. Club House Reservation
4. Club House Request Form
5. Pool Registration and Pool Waiver
6. Violation Report
7. Notice of Hearing on Violation
8. Off-Site Owner Questionnaire
9. Rider to Lease
10. Crime Free Addendum

Copies of any form are available at the Office in the Club House during Office Hours or, upon request, can be emailed.