

The Pines Townhome Association

Rules and Regulations

Revised 2006

The Pines Townhome Association Rules and Regulations

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Rules and Regulations

General Use

1. No Residence shall be used for other than residential purposes and each Residence shall be used only as a residence for a single family.
(Article VII, Section 1)*
2. No business, industry, trade, occupation or profession of any kind or noxious or offensive activity shall be carried on anywhere on the Property.
(Article VII, Section 1)
3. Nothing shall be done on the Property which may become an annoyance or nuisance to the Owners. (Article VII, Section 1)
4. No commercial activity shall be conducted within any garage.
(Article VII, Section 10)
5. Garage Sales shall be conducted according to the ordinances of the Village of Gurnee.
6. Cooking, picnicking and camping are prohibited on the Common Areas and driveways of Residences. (Article VII, Section 11)
7. For reasons of safety, streets in the cul-de-sacs shall not be used as play areas.

* Article and Section numbers in parentheses refer to restrictions in the Association's Declaration.

Rules and Regulations

Pets

1. Only dogs, cats and other common household pets shall be allowed, and no more than two household pets shall be allowed per Residence. (Article VII, Section 2)

2. Pet owners shall promptly remove any animal waste from the Common Areas or the outside of their Residences. (Article VII, Section 2)

Village Ordinance (Article I, Section 14-3) (a) It shall be unlawful for any person to cause or permit any dog, cat, or other animal to be on any property, public or private, not owned or possessed by such person unless such person has in his possession a device for the removal of animal excrement and a depository for the transmission of such excrement to a receptacle located upon property owned or possessed by such person.

(b) It shall be unlawful for any person in control of, or permitting, any dog, cat, or other animal to be on any property, public or private, not owned or possessed by such person to fail to remove excrement left by such animal to a proper receptacle located on the property owned or possessed by such person.

3. No pet, whether inside a unit or out, shall cause or create a nuisance or unreasonable disturbance or cause or create damage to the Common Areas, including landscaping. (Article VII, Section 2)

Village Ordinance (Article I, Section 14-1) No person shall keep, have in his possession or harbor any dog, cat or other animal which, by frequent barking, howling, yelping or by any other noise disturbs the peace and quiet of any individual, family, or neighborhood.

4. Any pet causing or creating a nuisance or unreasonable disturbance or causing or creating damage to the Common Areas, including landscaping, upon three (3) days written notice to the pet's Owner(s), may be prohibited from entering upon the Common Areas or may be removed from the Property. (Article VII, Section 2)

5. Each unit owner is responsible for the actions of pets of anyone living in or visiting in said unit, and the costs of repairing or remedying any damage caused by a pet shall be charged to the unit owner responsible.

6. When owners are absent, all pets must be kept inside their Residences and must not be accessible to any person or other animal outside the Residences.

7. All pets must be leashed and under the full control of their owners whenever they are in the Common Areas or on the outside of their Residences.

Village Ordinance (Article II, Section 14-35) it shall be unlawful to permit any dog to run at large within the municipality. Any dog found upon any public street, sidewalk, alley, parkway, or any unenclosed place shall be deemed running at large unless such dog is firmly held on a leash or is in an enclosed vehicle.

8. No pet shall be tied, chained or staked either in the Common Areas or to any of the common elements or placed in a cage or any other structure in the common Areas.
9. Owners should become familiar with the pet ordinances of Lake County and the Village of Gurnee.
10. All pets must be inoculated as required by law and registered with the Lake County Animal Warden and The Association management agent.

Revised 10/22/92

Rules and Regulations

Obstructions of Common Areas and Temporary Structures

1. There shall be no obstruction of the Common Areas, nor shall anything be stored thereon without the prior written consent of the Association.
(Article VII, Section 3)
2. No fence or obstructions of any kind shall be erected, removed or relocated anywhere within the Common Areas, unless specifically approved by the Board. (Article VII, Section 12)
3. No structure of a temporary character, including, but not limited to, trailer, tent, shack, garage, barn, shed or other outbuilding, shall be used on any Lot or on the Common Area for any purpose whatsoever. (Article VII, Section 6)
4. No toys, recreation equipment, bicycles, etc., shall obstruct the roadways, driveways, parking spaces, or walks.

Rules and Regulations

General Nuisances and Unsightly Activities

1. No nuisance, noxious or offensive activity shall be carried on in the Common Areas or Residences (including garages) nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants of the Residences. (Article VII, Section 4)
2. Residents must exercise due consideration at all hours in the operation of radios, televisions, musical instruments, etc., so that the sound will not disturb others.
3. Any games or other activities by adults or children that cause damage to common elements or to the property of others or that unduly disturbs others are prohibited in the Common Areas or outside of Residences.
4. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out of any Residence and on to any portion of the Common Areas. (Article VII, Section 7)
5. The Common Areas shall be kept free and clear of all rubbish, debris and other unsightly materials. (Article VII, Section 7)
6. Owners are responsible for removing newspapers from driveways and lawns on the day of their delivery.
7. Owners are responsible for keeping patios and porches clean and free of clutter.
8. Items kept on patios shall be appropriate or in keeping with the intent of such areas. Patio furniture and barbecue grills are such items.
9. Wood for fireplaces, if stored either on patios or porches, shall not exceed a face cord in volume and must be neatly stacked. Wood may not be stored on the lawns.
10. All moveable barbecue grills shall be kept on the patios, not on the lawns.

11. Garden hoses shall be kept neatly stored on a hose reel or other device that will keep them secured when not in use.
12. All toys, recreation equipment, bicycles, etc., shall be removed from the Common Areas and the outside of Residences by sunset.
13. Some children's toys are of a size that prohibits moving them inside at night. With written permission from the Board, residents may leave a limited number of toys such as small sandboxes, slides, picnic tables, and plastic pools on patios during the summer months, i.e., May through October.
14. Large recreational equipment, e.g., swing sets and jungle gyms, which cannot be moved inside at night, are considered temporary structures and shall not be used on any Lot or on the Common Areas.
15. Any items kept on an Owner's patio or back lawn shall not extend into the Common Areas.
16. Residents who keep outdoor furniture or toys on their back lawns shall move such items off the lawns when the landscapers are working and shall be responsible for any damage done to the lawns by these items.
17. All garden hoses and toys shall be stored inside Residences during the winter months, i.e., November through April.
18. Outdoor furniture and moveable barbecue grills may be kept on patios during the winter months if they are neatly stored and protected from high winds.
19. Nothing shall be hung or displayed in windows other than standard window coverings. Exceptions to this may include temporary window coverings, seasonal decorations, and "For Sale" signs.
20. Garage doors shall be kept closed when residents are not working therein or on the Property.

Rules and Regulations

Garbage and Recyclables

1. No rubbish, storage piles, trash, garbage or material shall be dumped or allowed to remain on the Property at any time except as shall be necessary to facilitate its pick up and disposal as required by the Village of Gurnee and within a reasonable time. (Article VII, Section 9)
2. All containers and equipment for the storage or disposal of garbage and recyclables shall be kept in a clean and sanitary condition.
(Article VII, Section 9)
3. All containers and equipment for the storage or disposal of garbage and recyclables shall be kept inside at all times except on day of collection.
4. All containers and equipment for the storage or disposal of garbage and recyclables shall not be put outside earlier than sunset of the night preceding collection and shall be taken in no later than sunset of the day of collection.
5. When placed outside for pick-up, garbage and recyclables shall be secured in a manner that will prevent them from being blown away.
6. Any garbage or litter remaining on the ground after pick-up shall be removed by the owner responsible.

Rules and Regulations

Vehicles

1. No boat, camper, trailer, truck, minibike, snowmobile or "commercial vehicle" shall be stored on the Common Areas or driveways of Residences (permanently or temporarily), except upon approval by the Board. Storage within a garage of such vehicles is permitted. (Article VII, Section 10)
2. The term "commercial vehicle" as used here shall include any automobile, truck or wheeled equipment bearing any sign, logo or writing which relates or refers to any commercial enterprises. (Article VII, Section 10)
3. No motor vehicles in non-operating condition shall be parked anywhere on the Property, except in garages. (Article VII, Section 10)
4. No motor vehicles without current license plates shall be parked anywhere on the Property, except in garages.
5. No motor vehicle belonging to a unit owner or guest shall be parked over night in a visitor parking area for a period longer than three (3) consecutive nights without Board approval.
6. For purposes of loading and unloading, campers may be parked for a period not to exceed 48 hours. Additional time beyond 48 hours must be approved by the Board.
7. Any motor vehicle that has been abandoned may be removed by the Association without notice to the owner of said vehicle and will be at the owner's expense. A motor vehicle shall be deemed abandoned if it has not been used or moved for seven (7) consecutive days or more and appears to have been deserted, being either in a state of disrepair rendering it incapable of being driven or without a current, valid license plate.
8. Motor vehicle maintenance conducted in a driveway shall be limited to car washing and other minor items.

9. Motor vehicles must be maintained so as not to create an eyesore.
10. No motor vehicle may be parked in a manner which interferes with roadways or with the entrance to or exit from a driveway or parking space.
11. No motor vehicle may be driven on or around the street of a cul-de-sac at a speed or in a manner dangerous to life or property.

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Rules and Regulations

Structural Integrity and Exterior Additions and Alterations

1. No new structure, ancillary building, fence, antenna, or satellite dish shall be constructed on any Lot or connected to any Residence nor shall any addition to, change or alteration of the exterior of any structure located on a Residence be permitted except if such shall be approved in writing by the Board and the applicable public agencies.¹ (Article VI, Section 2)
2. Owners must indemnify or reimburse the Association for any damage caused by the installation and use of a satellite dish.
3. If any Owner desires to alter, add to or change the exterior of any structure located on his Residence in any manner, including any paint or stain color, or construct a fence or antenna upon his Residence, then, such Owner shall submit detailed plans and specifications showing the nature, kind, height, shape, color and material and location of the same to the Board through the Architectural Control Committee. An "Application for Approval of Alteration" is attached hereto as EXHIBIT A. (Article VI, Section 2)
4. Nothing shall be done in or on the Common Areas or Residences which would impair the structural integrity of any improvements or structure located thereon. (Article VII, Section 5)
5. Front storm doors may be either "full view" or "half view", but must be white in color. It is recommended that Owners living in interior units have similar storm door styles.
6. Sliding glass storm doors and storm windows shall be white in color. Owners must obtain written approval from the Board before replacing either sliding glass storm doors or storm windows.

¹ Section 207 of the Telecommunications Act of 1996 forbids the interference with a person's right to receive satellite TV service. However, owners cannot install a satellite dish on areas they do not exclusively control, such as the exterior walls or the roof of a building, without the prior consent of the Board

7. All screens on windows and doors must be maintained so that they hang properly, do not have tears or holes, and do not have loose insulation strips.
8. Window air conditioners, permanent window fans, and attic fans are prohibited.
9. Awnings are prohibited.
10. Mailboxes shall be white in color and the T1 or small size (19" x 8" x 6") and must be securely fastened to the wood posts provided for them. (The Association assumed responsibility for the purchase, installation, and maintenance of mailboxes on August 15, 1995.)
11. Security lights attached to a building are permitted, but at the homeowner's expense and with written Board approval. (The Association assumed responsibility for replacing all exterior light fixtures on May 19, 2004.)
12. Flags may be displayed from poles inserted in brackets properly fastened either above the center of garage doors or on front porch posts. All such flags shall be the standard 36" x 24" size and shall be displayed from poles no more than 5" in length. Flags that are torn or heavily worn must be either removed or replaced
13. All stationary barbecue grills shall be restricted to the back of units. No original plantings shall be disturbed by the installation of a stationary grill, and the installation shall not interfere with lawn maintenance. Use of a gas line from a unit is permitted provided the unit owner complies with the Village of Gurnee's building codes. (Call J.U.L.I.E. at 1-800-892-0123 prior to any digging.)
14. The repair, maintenance, or replacement of front and rear stoops will be contracted for by the Association and billed back to the Owner. (Motion of the Board approved June 15, 1993.)
15. The repair, maintenance, or replacement of sidewalks on the Lots will be contracted for by the Association and billed back to the Owner. (Motion of the Board approved June 15, 1993.)

Rules and Regulations

Signs and Seasonal Decorations

1. Except for a family name designated on a Residence of not more than 240 square inches, and except for such signs as shall be approved by the Board in writing, no signs (including "For Sale" or "For Rent" signs) of any kind shall be erected, placed or permitted to remain on the Property. (Article VII, Section 8)
2. Signs for open houses or garage sales shall not be posted any earlier than one (1) hour before the event and must be removed immediately upon termination of the event.
3. Seasonal decorations may be installed no earlier than one (1) month prior to and shall be removed no later than one (1) month after the date of the holiday.
4. Seasonal decorations shall be fastened to a Residence in such a manner as to not leave any permanent attachments to the structure. Repairs necessary due to the hanging of decorations are the responsibility of or will be charged to the Owner.
5. Costs to replace any common elements, such as bushes or trees, damaged by the display of decorations shall be charged to the Owner.
6. No decorations which create a safety hazard shall be permitted.
7. If natural trees are used for indoor decorating, Owners shall take responsibility for proper disposal.

Rules and Regulations

Landscaping

1. Except for any area of a Lot which has been fenced or landscaped for privacy, the Association shall be solely responsible for maintenance of all landscaping on the Common Areas. (Article VII, Section 13)
2. No trees, shrubs or other plantings of any kind shall be planted in or removed from the Common Areas without the express written consent of the Board. (Article VII, Section 13)
3. No planting of any kind shall be placed on any patio or deck area of any Residence in such a manner as to interfere with the use of neighboring Residences or the Common Areas, or to present any visual safety hazard. (Article VII, Section 13)
4. Flowers and bulbs are permitted on Owner's lots without written Board approval provided they are kept in neatly maintained beds. Flowers and bulbs are also permitted in existing Common Area beds, excluding around trees. However, any tree or shrub that dies due to planting of flowers or bulbs shall be replaced with the same species and size at the Owner's expense.
5. Foliage and landscaping shall be neatly maintained. (Article VII, Section 13)
6. Owners shall be responsible for their planting areas and keep them free of weeds and debris. Owners planting areas are along the perimeters of their units and privacy fences and include inner courts.
7. Owners are requested to water their property and the adjacent Common Area.
8. No patio may be extended by means of gravel, bricks, concrete blocks, or other similar material without the express written consent of the Board.
9. Any expense or cost incurred with respect to maintenance and/or repair of any portion of the Common Area due to the willful or negligent act of any Owner, his family, lessees, guests, invitees or pets, shall be borne by such Owner and shall be added to such Owner's Assessment. (Article VII, Section 14)

Rules and Regulations

Assessments

1. All assessments are due on or before the first day of each month.
2. A twenty dollar (\$20.00) administration charge will be levied for any assessment that is not received by the fifteenth (15th.) day of the month.
3. A delinquent account notice will be sent to any Owner with an assessment more than thirty (30) days past due.
4. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the due date of such assessment at the maximum rate of interest allowed by law.
5. After an assessment has been delinquent for sixty (60) days, a letter will be sent to the Owner advising that the account is past due. If the account is not paid in full or if a payment plan satisfactory to the Board is not established by seventy (70) days after the due date, the Association may take legal action for collection.
6. Any and all costs for collection of past due assessments, including legal fees, will be charged to the account of the Owner.
7. In the event that an Owner is delinquent in his/her monthly assessments or any other charges or payments required, the Board shall have the right to evict the Owner and take possession of the Residence in the manner prescribed by the Illinois Code of Civil Procedure.

Revised 12/29/92

Revised 01/19/93

Rules and Regulations

Sale of a Residence

1. Any Owner who intends to sell his/her townhome shall contact the Board or its managing agent so that necessary disclosure information can be provided to the prospective purchaser.
2. The Association, when given such a request, shall prepare and release the following:
 - a. A letter indicating the status of the Owner's account
 - b. Copies of the Association's Declaration, By-Laws, and Rules and Regulations.
 - c. Any other general information regarding the operation of the Property
3. The Association shall have at least ten (10) business days to respond to such a request.
4. The Association shall charge the seller for the costs involved in preparing such documents.
5. New Owners shall meet in person with the Board of Directors or representatives thereof within one (1) month of closing to receive and review the Association's Resident Handbook and Rules and Regulations.

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Rules and Regulations

Leases, Tenants and Non-Resident Owners

1. No Owner may lease his/her unit without first residing therein for a period of no less than one year. (Amendment to Declaration, 2005)
2. Every Owner intending to lease a unit shall give no less than fifteen (15) days prior notice to the Board of such intention. Whereupon the Board shall provide the Owner a rider which shall be added to the lease and shall be signed by all parties executing the lease. The rider shall be substantially in the form which is attached hereto as EXHIBIT B.
3. All leases or rental agreements for Residences shall be in writing and shall be subject in all respects to the provisions of the Association's Declaration, By-Laws, and Rules and Regulations. (Article VII, Section 1)
4. Each Owner shall provide the Association with a signed original lease and rider at least ten (10) days prior to the occupancy date on said lease, and failure to do so shall result in a fine. Any expenses incurred by the Association in obtaining these documents shall be charged to the Owner responsible.
5. No Owner may not lease less than his/her entire unit, nor may the unit be leased for transient or hotel purposes. Every lease must be for a period of at least twelve (12) months, unless the Board consents in writing to the contrary.
(Article VII, Section 1)
6. The Association shall provide the Tenant with copies of the Association's Resident Handbook and Rules and Regulations, and the Association shall charge the Owner for the costs involved in preparing such documents.
7. Each new Tenant along with the unit Owner shall meet in person with at least two members of the Board of Directors within one (1) month of executing the lease to receive and review the Association's Resident Handbook and Rules and Regulations. Failure to do so shall result in a fine.

8. Owners who do not reside on the property shall provide the Board with their permanent resident address and phone numbers both at home and at work where they may be reached in an emergency. Any expenses incurred by the Board in locating an Owner who fails to provide such information shall be assessed to that Owner's account. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Owner's unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving notice resulting therefrom.
9. In the event of any violation of the Association's Declaration, By-Laws, or Rules and Regulations by a Tenant, the Board, in its discretion, shall determine what action or actions are necessary against the Owner or Tenant, as the case may be.
10. All expenses of the Board in connection with any violations shall be assessed to the account of the Owner responsible.
11. All pets owned by tenants must be registered with the management.
12. All vehicles owned by tenants must be registered with the management.

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Rules and Regulations

Violation Procedures

1. In case of minor problems, Owners and/or Tenants are urged to open informal discussions with those involved. In many cases the offender is not aware that a problem exists.
2. If and when the same problem continues, management should be notified in writing. For convenience, a Violation Report Form (EXHIBIT C) may be used. The managing agent will then contact the violator in writing and issue a warning.
3. An Owner and/or Tenant charged with a repeated violation of a rule or regulation and subject to a fine must proceed as follows:
 - a. Attend a hearing before a Panel of Inquiry (hereafter known as Panel) composed of at least three (3) Board members or persons duly authorized by the Board. The Panel shall not include any person or persons presenting evidence in the hearing. The hearing shall be conducted no later than three (3) weeks after delivery of the written notice by the management.
 - b. At any such hearing, the Panel shall hear and consider arguments, evidence, or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his/her behalf. Following the hearing and due consideration, the Panel shall issue its determination. The decision of the Panel shall be made by majority vote and shall be final and binding on the Owner and the Association.
 - c. Payment of any assessments, charges, costs, or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel has completed its determination.
4. If the Owner and/or Tenant charged with a repeated violation of a rule or regulation does not appear at the hearing, the allegations shall be deemed admitted by default, and appropriate sanctions shall be imposed.

5. If an Owner and/or Tenant is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Association's Declaration, By-Laws, or Rules and Regulations, the following shall occur:
- a. The first violation shall be considered a warning that if any further violations of the same rule or regulation occur, a fine for the time and expenses of the enforcement process shall be imposed.
 - b. If guilty of more than one violation of the same rule or regulation, the Owner shall be assessed a fine for the time and expenses of the enforcement process. Such fines shall be on a graduated scale: twenty-five dollars (\$25.00) for second violation, fifty dollars (\$50.00) for third violation, one hundred dollars (\$100.00) for fourth and all subsequent violations.
 - c. If guilty of any violation, including a first violation, the Owner may be required to correct any damage or unauthorized condition on the Property for which the Owner and/or Tenant has been found responsible, to pay the costs of any repairs, or to pay any legal expenses incurred by the Association as a result of the violation.
 - d. In the event a violation has resulted in damage to any common elements or resulted in any unauthorized condition of the Property, the Owner will be given twenty-one (21) days to correct the damage or architectural violation before being assessed for the full cost of labor and materials.
6. Fines and other charges must be paid within thirty (30) days of notification that such charges are due. Failure to make payment on time shall subject the Owner to all the legal or equitable remedies necessary for the collection thereof. All fines and other charges imposed shall be added to the Owner's account, collectable in the same manner as any regular or special assessment against the Unit.

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EXHIBIT C

**The Pines Townhome Association
Violation Report**

Type of Violation: _____

Date of Violation: _____ Time of Violation: _____

Name of Violator: _____

Address of Violator: _____

Detailed Description of Violation: _____

Your Name: _____

Your Address: _____

Your Phone Number: _____ Today's Date: _____

In order for this violation report to be valid, the Association must have the name and/or address of the violator. Your name and address must also be indicated, and you must be willing to appear and testify at a hearing which may be called to determine a course of action for correction of the alleged violation.

MANAGEMENT REALTY PARTNERS
2704 GRAND AVENUE
WAUKEGAN, ILLINOIS 60085

EXHIBIT B

**The Pines Townhome Association
Rider to Lease**

This Rider is added to the attached lease in accordance with the Rules and Regulations of the Pines Townhome Association. By this Rider, the undersigned parties to said lease expressly acknowledge that every lease and the parties thereto, shall be subject in all respects to the provisions of said Rules and Regulations as well as the Declaration and By-Laws of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of the Pines Townhome Association shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

_____ (Seal) _____ (Seal)
Lessor (Landlord) Lessee (Tenant)

_____ (Seal) _____ (Seal)
Lessor (Landlord) Lessee (Tenant)

Date: _____

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

Please complete the following for the Association's use only.

Lessor (Landlord) Information:

Lessee (Tenant) Information:

Emergency Phone Number (Home)

Emergency Phone Number (Home)

Emergency Phone Number (Work)

Emergency Phone Number (Work)

Home Address

City, State, and Zipcode

EXHIBIT A

**The Pines Townhome Association
Application for Approval of Alteration**

Date: _____

Type of Alteration (Check One): Landscape Structural Other

Name of Owner: _____

Address: _____ Unit Number: _____

Home Phone: _____ Work Phone: _____

Detailed Description of Alteration: _____

(Attach drawing of proposed alteration.)

Contractor who will do work (if applicable):

Name: _____

Address: _____

Phone: _____

Please send this application to :

**MANAGEMENT REALTY PARTNERS
2704 GRAND AVENUE
WAUKEGAN, ILLINOIS 60085
(847) 244-0100**