

The Coves of Harbor Springs Condominium Association
Middlebury Drive at Keating Road
Aurora, Illinois 60503

ASSOCIATION RULES

Effective

6/21/00

And

Revised

5/16/08

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**This Manual is in addition to and to
supplement the covenants of the
The Coves of Harbor Springs Condominium
Association.**

Chapter 1

Administration

Section:

1. General. The Association is a not-for-profit corporation of 185 unit owners. Each unit has a vote, based upon its percentage of ownership, which may be cast from time to time on certain issues. One of those issues is the election of six (6) Owners to serve on the Board of Directors. Voting is non-cumulative.

2. Board of Directors. The Board of Directors of the Association is comprised of six (6) elected Owners. Terms are staggered and are for two (2) year. The Board of Directors administers the functions of the Association. Board Members do not receive pay.

3. Board Meetings. The Board meets at periodic intervals. The exact date, location and time of the Board Meeting is published.

4. Annual Meeting. Each year, in the month of April, the Owners meet to elect or re-elect Board Members to fill the expiring terms. Notices will be sent to all Owners.

5. Management. The Board of Directors, pursuant to its powers, has retained the services of professional Management. Owners should contact Management on all administration matters and maintenance matters.

6. Members. Membership in the Association shall include every person or entity who owns fee simple title in any Unit including contract sellers, beneficiaries of trusts holding legal title, and the Declarant while still holding title to any Unit.

7. Harbor Springs Property Owners' Association. Each Owner of The Coves of Harbor Springs Condominium Association is also a Member of the Harbor Springs Property Owners' Association. Each year, in the month of April, the annual meeting of Harbor Springs Property Owners' Association will take place. Three board members of your condominium will serve on the board of the Property Owners' Association. Those individuals will be selected by your board of directors.

Chapter 2

Advertising

Section:

1. Signs. No advertising signs or billboards shall be erected, placed or permitted to remain on the Property except as follows:
 - A. No more than one "For Sale" or "Garage Sale" sign of not more than five (5) square feet may be maintained in the yard of a Unit.
 - B. All signs must be removed within 24 hours after the conclusion of the sale, lease, or garage sale.
2. Soliciting. No soliciting is permitted on the Property without prior written consent of the Board of Directors.
3. Website. <http://covesofharborsprings.org>

Chapter 3

Appearance Rules

Section:

1. Administrative Procedures. Owners requesting approval for appearance modifications, whether they are landscape or structural, must fill out in duplicate an "Appearance Change or Improvement" form depending upon the nature of the request and submit it to management. (See attachment No. 1) The application will be considered by the Board and the owner will be notified of its decision. For your convenience, application forms are made a part of this manual. Depending on the nature of the modification, building permits may be required from the City of Aurora. Please be advised that it is the responsibility of the individual Owner to obtain such permits. In addition, no permanent structure can be placed over an existing utility easement, nor shall any modification be placed in any swale to cause interference with drainage. Contact J.U.L.I.E. (1-800-892-0123) to locate utility lines before commencing work.

Any changes/additions to the exterior of a Unit or structural changes to the interior of a Unit, must be submitted to the Association with a detailed working drawing to 1/4" scale, including a full description of the materials and colors before installation. No work may commence without the approval of the Association. The Board of Directors has the authority to remove any violation(s) that have not been corrected after notification to the Owner by the Association. Any cost associated with the removal of the violation(s) will be billed to the Owner.

2. Antennas. No radio or television receiving or transmitting antenna or external apparatus shall be installed on the exterior of any building or on the exterior premises without the prior written consent of the Board; normal radio and television installations

wholly within a building are acceptable. Notwithstanding anything to the contrary, the Association shall have the right to install and maintain a master television antenna and transmission system to service the Property.

3. Fences. Fences are prohibited.
4. Decks. Decks outside of the original design are prohibited.
5. Patios. Patios are prohibited.
6. Window Air Conditioners and Fans. Window air conditioners and/or fans are prohibited.
7. Attic Fans. Attic fans are permitted subject to prior written Association approval. All attic fans shall be installed by experienced, licensed, insured and reputable contractors.
8. Landscaping. Upon the sale of all units by the developer, the following modifications may be made without Association approval:
 - A. Flowers. Flowers or bulbs are permitted only in existing beds next to unit. Notwithstanding the aforementioned, no flowers or bulbs shall be installed near or around trees. Any tree that dies due to violation of this provision shall be replaced with a tree of the same size and species at the Owner's expense. Said flowers and bulbs shall be installed, replaced and maintained at Owner's expense.
 - B. Hanging Baskets/Shepherd Hooks. A maximum of two (2) hanging baskets are permitted on the front elevation of the Unit on soffit and/or fascia only. Shepherd hooks shall be permitted in existing beds. Said baskets and shepherd hooks shall be removed and stored out of sight during the winter season.
 - C. Bed Edging. Only black plastic or rubber edging no more than four (4) inches above grade shall be permitted along the edge of existing plant, tree or shrub beds. Neither the Association, nor the Association contractors, shall be responsible for damage to said edging while performing maintenance.
9. Other Landscaping. Other than those landscape modifications mentioned in Section 8 above, all other landscape modifications shall require written approval of the Association.
10. Storm Doors. Storm doors may be installed subject to Association standards. (See attachment No. 3)
11. Awnings. Awnings are prohibited.
12. Barbecue Grills.
 - A. Grills. Only L.P. gas grills are permitted.

B. Grilling. Grilling shall only be permitted on the driveway or balcony. All grills shall be stored out of sight in the garage or on the patio once the grill has safely cooled. Grilling shall be done at a safe distance from the dwelling unit.

13. Gazebos, Etc. Gazebos, overhead structures, doghouses, or screened-in structures are prohibited.

14. Unit Decorations. No lawn, patio, door, or stoop ornaments are allowed, including but not limited to planters, stick figures, ceramic artifacts, windmills or plaques that exceed three (3) feet tall by three (3) feet wide, by three (3) feet deep, unless otherwise permitted by these rules. No more than three (3) decorations in the front and three (3) decorations in the rear shall be permitted. Holiday wreaths, lighting, etc. are permitted, but shall be removed within four (4) weeks after the official holiday. All such artifacts shall be confined to the front stoop, balcony and/or shrub beds adjacent to unit.

15. Basketball Equipment. Temporary or permanently installed basketball apparatus is prohibited.

16. Portable Sporting/Recreational Equipment. Other portable sporting equipment and childrens' recreational items are permitted provided they are removed and stored out of sight after use each day.

17. Flags. Flag brackets are permitted on Units. Vertical flagpoles are prohibited. Flags shall not exceed five (5) square feet.

18. Exterior Light Fixtures.

A. Replacement fixtures shall match existing. Unit Owners are responsible for replacing light bulbs in exterior fixtures.

B. Only white or yellow light bulbs are permitted in front and rear fixtures.

C. Holiday colored light bulbs are permitted in fixtures in accordance with holiday decoration regulations.

D. No additional light fixtures are allowed.

19. Bug Zappers. Electric insect repellent devices are prohibited.

20. Kick Plates. Kick plates are prohibited.

21. Garden Hoses. All garden hoses shall be coiled and stored flush against the exterior surface of the Unit or in hose storage units out of view adjacent to sill cock or in garage. Mounted hose holders are prohibited. Hoses shall be removed from the faucet connection and stored indoors during the winter months to prevent frozen water lines.

22. Satellite Dishes must be installed in compliance with Association safety regulations listed below, and state and federal law. (See attachment No. 2)

A. No satellite dishes or antennas may be installed without prior written approval of the Board of Directors.

- B. An Exterior Modification Form must be completed and sent to the Management company showing the exact location of the dish along with a wiring diagram. No wiring can be installed on either the siding or wood trim.
- C. Satellite dishes can no longer be installed on the roof of the unit at a location to be approved by the Board of Directors upon written approval from the Board of Directors or on the unit's balcony. If the satellite is to be installed on the balcony it may be installed on a 1) free-standing base or 2) bolted to the floor of the balcony. Upon sale of the unit the unit owner must remove the dish and all wiring after which an inspection will be done to insure that there is no damage to the building from the dish removal. The Association must receive at least a seven (7) day notice from the date of removal from the Seller of a unit in order to allow the Association sufficient time to re-inspect the building. Any costs to repair the roof shall be borne by the Unit Owner.

Chapter 4

Assessment Policy

Section:

1. **Monthly Assessment:** The Association is funded by dues paid by each member. The dues are to be paid by the first of each month. Payment should be made by sending in your check payable to The Coves of Harbor Springs Condominium Association or enrolling in the EFT Option. Please use the payment cards and envelopes provided at your closing.
2. Delinquency. Any assessment not paid by the first of each month is considered delinquent.
3. Late Charge. A late charge of \$25.00 shall be charged if payment is not received on or before the fifteenth of each month.
4. Legal Proceedings. The Association reserves the right to initiate legal proceedings against any Owner who is delinquent. All court costs and attorney fees will be added to the account of the Owner.
5. Rule Violations. Any penalties levied by the Board for Association rule violations not paid within fifteen days of the notification of Board's decision shall be deemed delinquent and subject to the above assessment enforcement procedures and provisions of the Declaration.
6. Special Assessments. From time to time, the Association may levy a special assessment. All the above assessment procedures apply to special assessments.
7. Annual Assessment: All members must also pay an annual assessment due in

January. The assessment is payable to the Harbor Springs Property Owners Association. Notice will be sent to all owners in advance of the due date each year.

8. Revocation of Privileges. All Association privileges are automatically revoked if the Unit owner is delinquent.

9. Cure. The Association reserves the right not to permit an owner to cure a delinquency if the owner has been given three (3) or more notices of delinquency within a twelve (12) month period immediately preceding the first day of the latest delinquency.

Chapter 5

Enforcement of Rules

Section:

1. Declaration Provisions. The Declarant, the Association, or any Owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration, By-Laws, and Rules. Failure by the Association or by any Owner to enforce any Covenant, Restriction, By-Law or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.

2. Fine System. Violation of any Covenant, Condition, Restriction of the Declarations, By-Laws, or Rules shall be subject to a penalty not exceeding \$1,000 per violation and revocation of privileges until said penalty is paid and the violation corrected.

3. Procedural Rules. No penalty shall be assessed unless a hearing is held in accordance with the following procedural rules.

A. Time Limitations. Complaints must be filed within 35 days of violation. (See attachment

4).

B. Hearing Body. The Board of Directors shall hear all complaints.

C. Continuances. Continuances shall be granted for cause, except each side shall be allowed one continuance without showing cause.

1. Cause is defined as:

i. Party or witness out of town.

ii. Party or witness is ill.

iii. Death in family of party or witness.

2. Requests for continuances must be communicated to the Board of Directors or management within a reasonable time before said hearing date.

D. Burden of Proof.

1. Violation - unanimous Board decision required.

2. Penalty - majority Board decision required.

E. Enforcement.

1. Lien.
2. Legal proceedings.
3. Self Help. Notwithstanding anything to the contrary, the Association may physically take action to remove architectural or appearance violations, etc. if the Owner has failed to do so within the time granted by the Association. All costs related to said Association action shall be back charged to the Owner and shall be added to any penalties already assessed and shall be subject to the enforcement provisions stated in these rules.

F. Definitions.

1. Final Decision - Any decision of the Board is final.
2. Consolidation - Where two or more complaints are filed against an Owner for the same claimed violation before a decision of the Board is rendered, they will be heard at the same time and the decision of the Board will be considered as one violation.

G. Complaints.

1. Owners may file complaints.
2. Board Members may file complaints, but not take part in the decision.
3. Committee members may file complaints.
4. Management may file complaints.

H. Notice. The complaint shall be delivered by personal service or by mail to the alleged violator's address a reasonable time before the hearing date.

I. Penalties. The Board may assess a fine for violation of any Association rule or provision in the Declaration or By-Laws. Notwithstanding, the assessment of a fine shall not limit the Association from pursuing any other legal remedy in law or equity.

J. Inconsistencies. All penalties or parts of penalties inconsistent with the Declarations or By-Laws are hereby repealed.

Chapter 6

Garbage Collection

Section:

1. All trash shall be placed in heavy duty plastic bags sealed at the top, or garbage containers with lids. Items that do not fit in such bags must be neatly stacked and secured so they do not blow away during windy conditions. All trash must be placed on your driveway apron, and not on lawn areas. Appropriate stickers must be attached. Large items such as carpeting, etc. must also have stickers attached. Stickers are available for purchase at local convenience and grocery stores.

2. Trash shall not be placed out for collection before 7:00 p.m. the night before the scheduled collection day. All containers and trash not picked-up shall be stored inside the dwelling unit no later than midnight the day of pick-up.

3. Regular collection and recycling is performed by Allied Waste Services, at or after 6:00 a.m. on Thursdays. Collection may be delayed one day due to holidays as listed on the back-side of the trash sticker. If you have very large items, you may need a special pick-up. Call Allied Waste Services at 630-892-9294.

Chapter 7

Insurance

Section:

1. Units. The Association shall obtain and maintain a policy or policies of insurance covering the Units (not including the contents, alterations and additions to the Unit and personal property stored elsewhere on the Property or in the Unit), subject to casualty contained in an "all risk" form insurance policy in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount endorsement. Owners are responsible for deductibles and any flood insurance as may be required by mortgagees.

2. Owners Insurance Requirements

Effective June 1, 2002, a) Each unit owner must obtain, at their cost, personal liability compensatory insurance which will cover any damages to another unit caused by the unit owner or originating from their unit. This insurance shall provide insurance coverage for any damage to the other unit for decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings of the unit owner. Said liability insurance must also cover any deductible of the unit owner whose unit was damaged, b) Each unit owner must provide evidence, satisfactory to the Board of Directors, that said insurance coverage has been obtained by the unit owner(s), c) If the unit owner does not either obtain such insurance coverage as outlined herein or fails to submit satisfactory evidence of such insurance coverage to the Board of Directors the Directors may purchase such coverage and charge any premium costs back to the unit owner accordingly.

3. Common Elements. The Association provides insurance on the Common Elements in the form of:

- A. Property coverage
- B. Comprehensive general liability coverage
- C. Directors and Officers Liability coverage
- D. Workers compensation coverage
- E. Fidelity coverage

Chapter 8

Limitations, Use and Occupancy Restrictions

Section:

1. Animals.

A. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except for dogs and cats and other animals defined by custom and practice to be household pets in the Chicagoland area. Pets are subject to the restrictions of the City of Aurora.

B. All pet owners are responsible for immediately cleaning up after their pets in the Units and on the Common Elements. Pet owners shall not leave pets outside on leash to relieve themselves. All pet owners shall comply with all City ordinances pertaining to pets. Waste containers for pets shall not be placed on the exterior premises.

C. All pets must be kept on a leash when not within a Unit.

2. Nuisances. No nuisances shall be permitted. Nuisances shall be defined as any activity which unreasonably disturbs the peaceful enjoyment of the Units or Common Elements; or affects the health or safety or welfare of the residents, or Owners or Property, or detracts or threatens to detract from the property values of the Units or Common Elements.

a. Skateboards and bicycles are not allowed on any sidewalks or common areas within the Coves of Harbor Springs.

3. Commercial Activities. No commercial activities of any kind, unless otherwise provided by the Declarations, By-Laws, or Rules, shall be conducted in any Unit or on the Property by Owners or occupants. Notwithstanding the aforementioned, home offices will be permitted, provided however, they create no traffic congestion and/or exhibit no advertising or other visible devices.

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

5. Auto Repairs. Owners or residents are restricted to repairing only their own vehicles. All repairs shall be restricted to the driveway and garage of said Unit. No repairs of any vehicles shall be allowable on common elements or on Limited Common Elements except as aforementioned.

6. Lawn Furniture. Lawn furniture, when not in use, shall not be left out on the common elements.

7. Laundry/Clotheslines. No laundry and/or clotheslines shall be placed on the exterior of any Unit, Limited Common Elements or on the Common Elements.

8. Recreational Vehicles. The use on the Common Elements of recreational vehicles, including but not limited to snow mobiles, mini-bikes and go-carts, is prohibited. They may not be parked on common elements.

9. Storage Sheds/Doghouses. Storage sheds and/or doghouses or dog runs are prohibited on the exterior of a Unit.

10. Prohibited Use. Nothing shall be done or kept in any Unit or on the Common Elements serving the Units which will increase the rate of insurance on the Building or contents thereof without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed on the Common Elements or in the Units.

11. Toys. Toys, kiddie pools, etc. shall not be left on the Common Elements when not in use.

Chapter 9

Maintenance

Section:

1. Definitions.

A. Common Elements shall mean all portions of the Property except the Units, including Limited Common Elements, unless otherwise specified.

B. Unit. A part of the Property within the Building including one or more rooms, occupying one or more floors or a part or parts thereof, designed and intended for a one-family dwelling, or such other uses permitted by the Declaration, and more specifically described in Article II of the Declaration.

C. Limited Common Elements. A portion of the Common Elements so designated in the Declaration or on the Plat, as defined, as being reserved for the use of a certain Unit or Units to the exclusion of other Units. Any portion of the Common Elements which by the terms of the Declaration or by its nature or location is clearly intended to serve exclusively a certain Unit or Units (but less than all of the Units) or the Owner or Owners thereof shall be deemed a Limited Common Element.

AMENDMENT NOTICE – RULES AND REGULATIONS

To: All Association Members
From: The Board of Directors – Coves of Harbor Springs Condominium
Subject: Amendment to the Rules – Watering Provisions.

During recent inspections of the property by the Board and recommendations from the Association's landscaper (Western DuPage Landscaping), it has become clear that while many Association Members are watering the plant material/lawn areas adjacent to the unit, there are others that have done very little watering. The Board has also been informed by the Association's landscaper that the failure to water the plant material during this drought period will result in some of the material dying prematurely which will add an additional expense to the Budget.

Therefore, the Board is proposing the following amendment to the Rules which will be discussed and voted on by the Board at the August 14, 2012 meeting (Aurora Fire Station – 3770 McCoy – Aurora – 7PM). All interested Owners are welcome to attend this meeting.

PROPOSED AMENDMENT – CHAPTER 9 (3) - LANDSCAPING

3. **Landscaping.** The Association shall maintain and replace all landscaping on the Common Elements. The Association shall maintain and replace all original landscaping installed by the Developer on the Property. Any additions to landscaping added by Owner shall be the maintenance responsibility of the Owner. In addition, the Association shall have no obligation to maintain landscaping which is surrounded by shrubs or other objects preventing access. Should any original landscaping die, it shall be the duty of the Owner to notify the Association so an inspection can be performed to determine the cause of death and the species of plant involved. Under no circumstances shall the plant be removed until the Association shall have made an inspection. Removal before the inspection may, within the discretion of the Association, be deemed a forfeiture by the Owner of the right to replacement at no charge. Owners are responsible for watering all landscaping (*plant material, lawn areas and parkways where present*) adjacent to their Units. In addition, should landscaping material die as a result of the negligence of the Owner *for not watering, the Association will replace the material at the Owners expense.*

End of Rule Amendment

July 19, 2012

2. Common Elements. The Association shall maintain, repair, and replace the Common Elements.

3. Landscaping. The Association shall maintain and replace all landscaping on the Common Elements. The Association shall maintain and replace all original landscaping installed by the Developer on the Property. Any additions to landscaping added by Owner shall be the maintenance responsibility of the Owner. In addition, the Association shall have no obligation to maintain landscaping which is surrounded by shrubs or other objects preventing access.

Should any original landscaping die, it shall be the duty of the Owner to notify the Association so an inspection can be performed to determine the cause of death and the species of plant involved. Under no circumstances shall the plant be removed until the Association shall have made an inspection. Removal before the inspection may, within the discretion of the Association, be deemed a forfeiture by the Owner of the right to replacement at no charge.

The Association maintenance does not include a duty to water. Owners are responsible for watering all landscaping adjacent to their Units. In addition, should landscaping die as a result of the negligence of the Owner, the Owner shall be responsible for replacement. If the dead landscaping is not replaced after notice from the Association, the Association may replace said dead landscaping and back charge the owner for the cost.

4. Units. The Owner is responsible for maintenance, repair and replacement of the Unit.

5. Limited Common Elements. Owners shall maintain, repair or replace the Limited Common Elements subject to the right of the Association to do so and back charge the Units benefited or pay as a common expense. Owners shall be responsible for the cost to repair, replacement or maintenance of the Limited Common Elements, including but not limited to:

- A. All doors and their component parts, including garage door;
- B. All windows and their component parts;
- C. All walls, ceilings and floor with respect to which each Owner is entitled to exclusive use.

The following is a quick index to determine maintenance responsibility:

<u>Item:</u>	<u>Association</u>	<u>Owner</u>
Siding/Veneer	X	
Fascia/soffit/trim/shutters	X	
Gutter/downspout/roof	X	
Windows		X
Storm Window, if any		X
Garage overhead door and all hardware and components		X
All other doors, hardware and components		X
Cement walks/stoops	X	

Balcony	X	
Private Courts	X	
Foundation walls, if they contribute to support of the building	X	
Foundation floor		X
Utility lines & pipes, etc. serving more than one Unit	X	
Sump Pumps and sump pits	X	
Exterior Coachlight (Excluding bulbs & electricity)	X	
Address numbers	X	
Mailboxes (U.S. Postal Service)	X	
Mailbox key and lock		X
Interior structural members (Limited Common Elements)	X	
Lawn	X	
Shrubs/trees (Excluding those on Limited Common Elements or Owner additions)	X	
Appliances		X
Plumbing and electrical fixtures		X
Interior decorating		X
Perimeter walls, floors, ceilings		X
Snowplowing: (To degree Board deems reasonable)		
Parking areas	X	
Common Elements	X	
Private Streets	X	
Cluster Mailboxes	X	
Driveways unless otherwise designated by Board	X	
Service walks unless otherwise designated by Board	X	
Front Stoop unless otherwise designated by Board	X	
Private Streets and parking areas	X	
Dedicated Streets		City

Chapter 10

Parking

Section:

1. Declaration Provisions. Each owner shall be provided with parking spaces in his garage. The driveway is considered a Limited Common Element. The garage for each unit shall be used solely for garage and storage purposes.
2. Recreational vehicles, trailers, and boats and disabled vehicles are prohibited from being parked or stored on the property, except in garages with the door closed.
3. Parking Regulations. All owners and residents shall comply with all City ordinances and State laws and all posted or marked traffic signs or symbols, as well as, all notices distributed by the Association via a newsletter, posted on the web site or otherwise

advised.

4. Driveways. Parking of any vehicle in a manner which obstructs driveway access or garage doors is prohibited. At no time is parking allowed in front of any garage door with the exception of car washing when the unit owner is in attendance. Parking is prohibited on the driveways with the exception of the designated parking spots. At no time shall a vehicle be left unattended in the driveways.
5. Heavy Vehicles. Vehicles with a weight in excess of 6500 lbs. are prohibited from parking or being stored in the complex.
6. Sustained Parking. No Owner or his family member, guest or invitee shall park any vehicle within the Parking Areas on a permanent, semi-permanent, or sustained basis. Any such vehicle shall be parked in the garage unit of the Owner's Unit or Unit driveway. (Parking Areas are defined pursuant to the Declaration of Condominium Ownership.) Parking in Parking Areas for 24 consecutive hours shall not be defined as parking on a sustained basis.
7. Special Vehicles. No commercial vehicles, buses, trucks (other than so called trucks commonly used in lieu of personal automobiles) limousines, boats, trailers, or recreational vehicles shall be parked or stored on the Property, including any Parking Areas, unless within a garage with the overhead door completely closed.
8. Mailboxes. Parking in front of mailboxes is prohibited at all times.
9. Court Drives. Parking overnight on court drives is prohibited with snowfalls of 2 inches or more. If your driveway has a building facing it, it is considered a court drive.

Chapter 11

Sales and Leases

Section:

1. Sales. All owners must notify management of their intent to sell. The Association will provide you with an assessment letter at Owner's expense, which you will need to present to the title company to clear the exception to title concerning liens for Association dues.
2. Leases. Any owner may lease his Unit. All leases must be made expressly subject to the Declarations, By-Laws, and these Rules. No lease shall be less than six (6) months in length. No Unit shall be leased for transient or hotel purposes. No Owner shall lease less than the entire Unit.
3. Service Charge. The Association reserves the right to charge Owners a processing fee for all sales, leases, and requests for refinancing. A \$50.00 Move Out fee will be

assessed for all sales which is refundable after thirty (30) days if the Association incurs no charges relative to the sellers moving out.

Chapter 12

Safety

Section:

I. Fire.

- A. Call Fire Department - City of Aurora - 911 - emergency; 630/844-3635 non-emergency. Then alert your neighbors and finally call management.
- B. Before exiting a room, feel the upper part of the door. If the door is warm or hot, brace one leg and hand against the door and open it about one half inch. If conditions are safe, evacuate the room. If you feel a rush of hot air, smoke or pressure, slam it shut. Seal cracks around door, and any other places where smoke could enter with wet towels, preferably. If smoke enters your Unit or room, open windows about three inches. Soak a large blanket, sheet, or throw rug and get under it near the window. Hold the edge of the wet material over the opening of the window to breathe fresh air.
- C. Upon exiting your town home, close all doors and windows and leave them unlocked for easy access by the fire department.
- D. Keep the following items in your town home:
 1. Flashlight.
 2. Candle.
 3. Masking tape for sealing cracks.
 4. Escape ropes long enough to reach the ground from the second story.
- E. Install and maintain smoke detectors.

2. Tornado.

- A. Stay as far away from outside walls and windows as you can.
- B. Protect yourself from flying glass by staying behind large pieces of furniture.
- C. Seek shelter in interior of first floor.
- D. Sit on the floor with your knees up and place your head between your knees with your hands over your head for protection.
- E. Try to take a battery operated radio, candles, or flashlight with you.

3. Security Disclaimer.

- A. No Representation. Neither the Association, its Board of Directors, employees nor agents make any representation, written or oral, concerning the safety of the community or effectiveness or operability of any security devices or security measures in the event of an emergency.

- B. No Warranty or Guarantee. Neither the Association, its Board of Directors, employees or agents warrants or guarantees the safety or security of residents, occupants, owners or their guests, licensees, or invitees against the criminal or wrongful acts of third parties. Each resident, occupant, owner, guest, licensee, or invitee is responsible for protecting his or her own person and property.
- C. No Reliance on Security Devices or Measures. Neither the Association, its Board of Directors, employees or agents warrants or guarantees that security devices or security measures, if any, may not fail or be thwarted by criminals or by electrical or mechanical malfunction. Residents, occupants, owners, guests, licensees, or invitees should not rely on such devices or measures and should protect themselves and their property as if such devices or measures did not exist.
- D. Duty of Resident or Occupants. It shall be the duty of each resident, occupant, or owner to convey this disclaimer to his or her guests, licensees, or invitees.

Disclaimer

The above information is offered for informational purposes only. The Association, its agents and employees disclaim all liability for the following or non-following of the above information.

Chapter 13

Unit Owner Hints

Section:

1. Drainage. Place splash blocks under all downspouts to prevent soil erosion or attach flexible hoses to downspouts to keep water away from the foundation.
2. Frozen Pipes. On bitterly cold days, frozen pipes are a likely problem. Be sure to keep the thermostat set at a reasonable temperature; open cabinets to allow air to circulate around pipes; keep water dripping slightly through all faucets and be sure to disconnect all hoses before the first frost. If you are going on a vacation in the winter, contact a licensed plumber on how to winterize your pipes. Further, Unit owners are responsible for their garden hoses.
3. Humidity. Those Owners who use humidifiers may cause severe damage to their Units if they set the humidity level too high in cold weather. Be sure to follow operator instructions carefully. Over humidification can cause condensation that may appear to be a roof leak or pipe leak due to the large volume of water condensed. It can cause damage to drywall, as well as roof under sheeting that can cause the premature failure of your roof. If you have a humidifier, it might be wise to inspect your attic to see that no ice or condensation is forming on the under sheeting.
4. Ice Dams. Leaks in the wintertime may be caused by what are called "ice dams." Ice dams occur when ice and snow build up in the gutters or on any horizontal surface and the escaping warmth from your home causes the build up to melt and leak inside.

Because ice dams travel upwards, and your home is designed only to shed water in a downward direction, ice dams are difficult to prevent. The best thing to do is to purchase a roof rake at your local hardware store and periodically rake the snow off your roof so it never gets a chance to build up sufficiently to cause an ice dam. Roof rakes come with seven (7) foot extensions which can reach 28 to 35 feet. They are inexpensive and easy to use. Do not use shovels or picks to remove ice or snow from the roof. You will permanently damage the shingles.

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

6. Storm Doors. In order to avoid extreme heat build-up which may cause damage to door moldings and/or inserts, Unit owners should remove glass panes and insert screens in early spring. Unit owners are responsible for door molding or insert damage.

7. Product Information. Ask the Developer for all product information, e.g. paint colors, cabinet manufacturer, counter top, etc. This is a good thing to have if they are damaged and need repair or replacement.

8. Watering Instructions. The following is a list of watering instructions for different types of landscaping installations and/or repairs. Please follow the instructions that apply to your situation.

A. Reseeding. If your lawn was reseeded, please see that the new seed is watered one to two times a day depending on heat conditions. Keep the ground where the seed was installed moist. If you see that the ground has dried out, re-water. However, do not over water, since it will wash the seed and soil away. Frequent light waterings are required. Once the seed has germinated, in approximately 2-3 weeks, continue to water on a daily basis. Heavier watering is acceptable now. Once the new grass plants have matured, the turf will require 1" of water per week, whether provided by sprinkler or Mother Nature. Grass seed is a mix of different varieties, and some will germinate faster than others, usually between 10-21 days.

B. Seed Mat Repairs. Seed mat is a fibrous material that contains grass seed. If your lawn has been repaired with seed mat, please keep the seed mat moist. You can follow the instructions pertaining to regular seed above. The fibrous material will disintegrate over time, however, once the new grass plants begin to grow, you can manually remove the material, if you desire. Once the new grass plants have reached maturity, they can be watered the same as the rest of your lawn by providing 1" of water per week.

C. Sod. If your lawn is repaired by sod, the new sod needs extensive amounts of water to survive. That may mean watering the sod more than one time per day. You should water the sod until it becomes squishy under foot. To test whether the sod is knitting into the subsoil beneath it, gently lift up after a week or so to see if there is any root resistance. Once you can feel the root resistance, you know that the sod is taking hold. Once you determine the sod is taking root, you can cut back on the amount of watering. We suggest you reduce the watering to every other day, and as the sodded areas begin to blend with the rest of the lawn, every third day. Do not let the sod completely dry out. Once the sod has knitted into the ground, and is firmly rooted, you

may apply 1" of water per week accordingly.

D. Shrubs and Trees. If you received a new shrub or tree, the best way to water that type of plant material is to insert your garden hose into the root ball at the 12 o'clock, 3 o'clock, 6 o'clock, and 9 o'clock positions around the plant. Remove the hose when the water starts to bubble up out of the ground. It is important that you water new plants daily for the first 3 weeks. After that, continue to water in the manner mentioned whenever you see the ground around the shrub is no longer damp. It is much better to root water new plants, then to surface water them. Surface watering sits on the leaves, and evaporates quickly. In addition, wetting the leaves can attract fungus. Therefore, the best technique is to root water the new plants. Once the plant has become established, it will only require 1" of water per week.

In essence, 95% of the success of your lawn, shrubbery and trees is the result of proper watering. In order to determine how long it takes to lay down 1" of water, we suggest placing a pie pan on your lawn and timing the sprinkler to see how long it takes to fill the pie pan with 1" of water. Further, 1" of water per week is a minimum standard. In times of drought, plants and turf have natural defense mechanisms to stop evaporation. You may see leaf wilt or plants drop leaves, and turf go dormant, which turns the grass plants brown. These defensive techniques will bring the plant material through some difficult climatic situations. However, in times of continuous heat and drought, please water the plants and turf. The defense mechanisms mentioned above will only save the material for so long. They need to be watered accordingly.

Finally, most communities have watering restrictions. Be sure to contact your local municipality to find out when it is legal to water. There may be certain exceptions to restrictions, and those usually apply to new sod, seed or new trees and shrubs. Permits may be required by your community.

Disclaimer

The above information is offered for informational purposes only. The Association, its agents and employees disclaim all liability for the following or non-following of the above information.

Attachment 2

The Coves of Harbor Springs Condominium Association

RE: Over the Air Reception Devices Resolution

Whereas, the Association is bound by a set of recorded Declarations, By-Laws, and adopted Rules; and

Whereas, the Federal government has enacted the Telecommunications Act (Act) administered by the Federal Communication Commission (F.C.C.); and

Whereas, the F.C.C. has promulgated regulations preempting certain restrictive provisions of all homeowner associations; and

Whereas, the Association desires to comply with the F.C.C. regulations

specifically set forth in Section 207 of the Act;

Now Therefore, Be It Resolved, the following rules shall apply to devices covered by Section 207 of the Act in the interest of promoting the safety and welfare of the Association:

1. Type of Mountings Permitted/Prohibited.
 - a. Free standing on balcony - permitted, provided adequately weighted down.
 - b. Balcony ceiling mounted - prohibited.
 - c. Wall mounted - prohibited
 - d. All other types of mounting - prohibited
 - e. Bolted floor mounting - permitted
 - f. Wood trim mounting - prohibited.

2. Height Restrictions.
 - a. DBS - Must be within vertical/horizontal plane of balcony.
 - b. MMDS - Must be within vertical/horizontal plane of balcony.
 - c. TVBS - Must be within vertical/horizontal plane of balcony.

3. Size Restrictions.
 - a. DBS - Dish shall not exceed 1 meter (39.37 inches) in diameter.
 - b. MMDS - Dish shall not exceed 1 meter (39.37 inches) in diameter or diagonally.
 - c. TVBS - Antennas shall be limited in size pursuant to local BOCA Code.

4. Location of Device.
 - a. Balcony of unit.
 - b. Device shall not extend beyond vertical and horizontal plane of balcony.
 - c. Devices are prohibited on Association common property, except within landscape beds.

5. Installation.
 - a. Device shall be grounded in accordance with N.E.C. and local codes
 - b. Device shall be installed in complete accordance with local codes and requirements. It shall be securely fastened as follows:
 1. The device and its factory furnished mounting materials (usually a medium gray color) shall be painted to match the wall color, provided it does not impair reception. The goal of this painting requirement is to help maintain the aesthetics of the community.
 2. All devices shall be able to withstand 50 mph winds without becoming airborne.
 3. All devices shall exhibit U.L. (Underwriters Laboratory) label or equivalent, and be properly grounded.

4. All devices shall comply with all ordinances, laws, regulations and industry standards.
5. Any permits required shall be at owner's expense.
6. All energy needed to operate said device shall be at owner's expense.
7. No device shall impair the signals of other devices or any other type of signal.
8. Owner is responsible for maintaining the paint or other finishes on the device.
9. All exterior wiring shall be neatly attached to the device and installed behind the siding material.

6. Removal. Should the device be removed, owner shall restore premises to condition it was in prior to installation.

7. Architectural and/or Appearance Application. Owner shall submit an Architectural and/or Appearance Application (Application) to the Association prior to installation along with all required attachments.

8. Damage. Owner is responsible for any damage caused directly or indirectly by the device or installation or removal thereof.

9. Severability. Should any provision of this Resolution be found to be unenforceable, all other provisions shall remain in full force and effect.

Therefore, the Board of Directors, pursuant to the authority granted to the Board via the Articles of Incorporation, Declaration and By-Laws does hereby adopt this Resolution this ____ day of _____, _____.

By: _____

President

Attest:

Secretary

**APPEARANCE OR ARCHITECTURAL CHANGE
OR IMPROVEMENT APPLICATION**

Section 1:

Date: _____

Name(s)

Address

Phone Number: (Home: _____) (Work: _____)

Section 2: Description of Change or Improvement.

Attachments to Description:

1. Sketch of change or improvements showing all pertinent information related to said change or improvement, including, but not limited to, colors, dimensions, construction materials, location of change or improvement in relation to property lines, Unit, and neighboring property or other structures or objects, or physical features of property, including, but not limited to swales, trees, utility transformer, vaults, etc.
2. A copy of your survey must accompany this application.
3. A legal description of your property must accompany this application.

Section 3: Application Affidavit.

1. I hereby agree to obtain all necessary building permits and to comply with all applicable building codes and begin the change and/or improvement within 30 days after approval, with completion within 90 days of start.
2. I hereby agree to comply with all Association Declarations, By-Laws, and Rules and Regulations in respect to this change and/or improvement.
3. I hereby agree to defend, indemnify and hold harmless the Association, its Unit owners, Members of the Board, Employees and Managing Agent from all loss, damage, liability, judgments, court costs, attorney's fees, interest or any other costs, penalties arising out of this change or improvement.
4. I hereby understand and agree that I am responsible for the future upkeep, insurance and maintenance of said change and/or improvement. Further, should said change interfere with any maintenance responsibility of the Association, I agree to remove my change, or have the Association remove my change at my expense.
5. I hereby agree to record this application and necessary supporting documents with the

ARCHITECTURAL CHANGE OR IMPROVEMENT APPLICATION

Recorder of Deeds and/or Registrar of Torrens of the County in which the property is located within 14 days after approval by Association, and supply the Association with a copy thereof within a reasonable amount of time. All recording costs shall be at my expense.

- 6. I hereby agree to permit the Association access to my property for purposes of enforcement of this Application.
- 7. I hereby agree that failure to comply with any of the above requirements may result in the revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of my property to a condition that existed immediately before approval of this Application.

All necessary costs and expenses to restore my property shall be at my expense, including but not limited to, construction costs, and consequential expenses, such as attorney's fees, court costs, permit fees, etc.

Notwithstanding anything to the contrary, the Association, at its discretion, shall have the right and power to enter my property and repair said change and/or improvement should it fall into a state of disrepair which is not corrected within 14 days after written notice to me. All costs connected with such repair shall be charged to my assessment account and be collected by methods authorized by the Declaration, By-Laws, Rules and Regulations of the Association or laws of the State of Illinois.

- 8. I hereby agree and understand that this Application shall be binding on all successors, devisees, heirs, assignees, and transferees of my property. I further agree to inform them of the terms and conditions contained in this Application.
- 9. All verbal or written communication between the parties is expressed hereinabove, and no verbal understandings or agreements shall alter, change, or modify the terms and provisions of this Agreement, and the entire Agreement of the parties is expressed herein. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this agreement. Further, this agreement shall not be modified or altered by subsequent course of performance between the parties. In addition, should any provision of this Agreement be found to be unenforceable, all other terms and provisions shall remain in full force and effect.

Section 4: Notice:

All Notices shall be deemed delivered if delivered personally to Applicant or Members of his family 13 years or over, or mailed to the named applicant at his last known address by first class mail with postage prepaid.

X _____ **X** _____
 Signature Signature

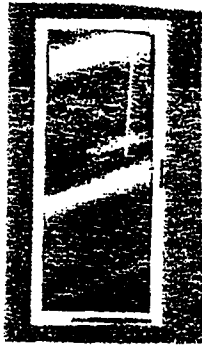
Section 5: For Office Use Only:

Date Approved: _____ Date Rejected:

X _____ Signature	X _____ Signature
X _____ Signature	X _____ Signature

Clear View Storm Door Styles
Attachment 3

Clear View Storm Door Styles



COVES OF HARBOR SPRINGS CONDOMINIUM ASSOCIATION
NOTICE OF VIOLATION

Date Aurora, IL 60503

*
*

CERTIFIED MAIL –

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

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

VIOLATION

The Association is governed by the Declaration, By-Laws and various Rules and Regulations, which you are charged with violating. You must take the action explained in the Association's Policy and Procedures section in the Rules and Regulations if you believe the charges are unjustified. UNDER THE RULES, IF YOU FAIL TO REQUEST A HEARING WITHIN TWENTY-ONE (21) DAYS OR FAIL TO APPEAR AT A SCHEDULED HEARING (PER YOUR REQUEST) ON THESE CHARGES, YOU WILL BE FOUND GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT.

IF A VIOLATION EXISTS WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE A CORRECTION, YOU WILL RECEIVE ONE WARNING NOTICE OF VIOLATION. IF A SECOND NOTICE OF VIOLATION IS ISSUED FOR THE SAME ISSUE A RULE VIOLATION CHARGE OF ~~\$25.00~~ \$50.00 (REV. 5/8/2012) WILL BE ISSUED (SUBSEQUENT FEES WILL BE CHARGED IN ACCORD WITH THE ASSOCIATION'S COVENANTS & RULES. IF THE VIOLATION IS AN ON-GOING VIOLATION THE ASSOCIATION MAY CORRECT THE VIOLATION AND CHARGE ANY CORRECTION COSTS DIRECTLY TO YOUR UNIT. Please consult the Associations Rules for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form to the Association at the address listed below. The request MUST be received within twenty-one (21) days.

COVES OF HARBOR SPRINGS CONDOMINIUM ASSOCIATION

BY: Stephen C. Elmore ADDRESS: 14032 S. Kostner, Suite M, Crestwood, IL 60445

TITLE: PROPERTY MANAGER

COVES OF HARBOR SPRINGS CONDOMINIUM ASSOCIATION

REQUEST FOR A HEARING

TO: _____

DATE: _____

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____ 200_, alleging a violation of the Declaration, By-Laws or Rules and Regulations of the Coves of Harbor Springs Condominium Association. I understand that the Board of Directors will hear my appeal at the **next regularly scheduled Board Meeting**.

Owners Signature

Owners Printed Name

Address

City

State, Zip

Phone

Date

Please do not contact the Management Company or Board Members regarding your violation. If you feel the rule violation is not valid please complete and return the Request for a Hearing form to EPI. Only the Board of Directors at an open meeting can review your request. If you have not already received prior notice of the scheduled Board Meetings, a notice of the next meeting will be mailed to you prior to any Board of Directors meeting.

Return to:

*EPI Realty & Management
14032 S. Kostner, Suite M
Crestwood, IL 60445*

To: All Unit Owners
Coves of Harbor Springs Condominiums

Re: Rules Amendment - Garbage Fines

All Association Members are advised that the Board of Directors has approved an initial fine of ~~\$250.00~~ \$150.00 (REV. 5/8/12) for any garbage bags or other items (furniture, etc.) that are left on the common elements (lawn area, driveways, etc.) that do not have a sticker or are placed out for pickup early (**“Trash shall not be placed out for collection before 7:00 p.m. the night before the scheduled collection day”**). This rule amendment is in response to the numerous complaints the Board has received from Owners regarding refuse that is simply left on the common elements for the Association to remove at the Association’s (Unit Owner’s) expense.

In an attempt to reduce the amount of paper, etc. from blowing around the property during garbage pickup, the Board is also requesting that residents anchor down any loose garbage materials in order to keep them in their container and to prevent them from blowing all over the property.

Please also find attached a census card that must be filled out and returned to EPI Management within the next 30 days in the event you do not already have a current card on file. Note that the information contained in the census card is used only for emergencies (fire, water damage, thefts, etc.).

Board of Directors
Coves of Harbor Springs

April 27, 2010

Professionally Managed by:
EPI Management Co. LLC

14032 South Kostner Avenue, Suite M ● Crestwood, IL 60445 ● (708) 396-1800 ● Fax (708) 396-9831
E-Mail epi@epimanagement.com

RULES AND REGULATIONS

AMENDMENT – CHAPTER 10 – PARKING

The Board of Directors is proposing the following amendments to the Association's Rules & Regulations as they pertain to PARKING.

10. **PARKING ADDITIONAL.** Parking is only allowed in the designated parking areas at the end of the Driveway Areas. Any vehicle in violation of this provision will be towed at the Owner's expense without notice.
11. **VEHICLE REPAIRS.** Except for emergencies, no repair work on cars or motorcycles will be allowed in the Driveway Areas.
12. **NUMBER OF VEHICLES.** No more than one (1) motor vehicle per unit will be allowed to park in the Driveway Parking Areas. All vehicles must have current license plates and appropriate city stickers. Any vehicle not so equipped, any inoperable vehicle that is left in the Driveway Parking Areas, or any vehicle that is not moved for a period of over seventy-two hours (72) will be towed, without notice, at the expense of the Owner. ~~Owner's can utilize the~~ two parking spaces in their garage for normal parking purposes.
13. **RESERVED PARKING STICKER.** In order to insure that parking spaces are available to Association Members the Board of Directors has approved a Reserve Parking Sticker program. Each Association Member will receive one (1) Reserved Parking Sticker which shall be placed in the lower portion of the rear window, driver's side of the vehicle. Only vehicles with a Reserved Parking Sticker will be allowed to park in the Driveway Parking Areas. Guests are exempt from this Reserved Parking Sticker provision. Only Association Members who have a current census card will receive a Reserved Parking Sticker (current census card is defined as a card that is less than 12 months old).
14. **PARKING AVAILABILITY.** Non-Residents may only utilize these parking areas for a period not to exceed four (4) hours. Additional parking is available in the Public Street Area.

END OF PROPOSED AMENDMENTS TO THE PARKING RULES.

Revised 06/14/2010

Professionally Managed by:
EPI Management Co. LLC

14032 South Kostner Avenue, Suite M • Crestwood, IL 60445 • (708) 396-1800 • Fax (708) 396-9831
E-Mail epimgmt@ix.netcom.com

Coves of Harbor Springs

Condominium Association

Aurora, Illinois 60503

June 14, 2010

To: All Association Members
Coves of Harbor Springs Condominium Association

Re: Amendment to the Association's Rules & Regulations – Parking

Dear Association Member:

The Board of Directors has been reviewing an amendment to the Association's Rules & Regulations in response to complaints from Unit Owners regarding some residents monopolizing the parking spaces at the end of the driveway areas.

In order to resolve this issue, the Board of Directors has approved the attached Rule Amendment which will **go into affect on July 1, 2010**. Vehicles in violation of the new Parking Rule after this date will be towed from the property, without notice, at the Owner's expense.

In the interim each Unit Owner will receive one (1) numbered Reserved Parking Sticker to be applied to the lower portion of the rear window, driver's side of the vehicle.

However, the Reserved Parking Sticker will **only be issued** to those Unit Owners who have current census cards (please remember that this information is ONLY used by the Board of Directors for emergency purposes) on file with the Association. A current census card is defined as a card that has been completed and sent to the Association within the last twelve (12) months. In case you have not completed a census card form within this period, a blank form has been attached to this notice.

Thank you for your attention in this matter.

Board of Directors
Coves of Harbor Springs Condominium Association

Enclosures:

Parking Rule Amendment Attached
Census Form Attached

VIOLATION RATES 1/12/2012

VIOLATIONS	\$50	\$100	\$150
Garbage Violation			X
Garbage Unmarked Cans/Recyclables	X		
Satellite Dish violation		X	
Storm Door Violations	X		
Parking in front of Garage Doors unattended		X	
Parking during 2" snow fall violation	X		
Parking on Drive - No Vehicle Sticker in rear window	X		
Pet Waste	X		
Pet's Off Leash	X		
BBQ Grill Violation	X		
Garden Hose Violation	X		
All Other Violations other than the above	X		