

*RULES AND  
REGULATIONS  
OF  
GLEN EAGLE  
TRAIL*

**June 2008  
Revised May 2022**

# **RULES AND REGULATIONS OF GLENEAGLE TRAIL ASSOCIATION**

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## **I. DEFINITIONS**

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Condominium Property Act, the 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.

**Declaration:** the Declaration for Gleneagle Trail Condominium Association which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on 8/31/04 as Document No. 0424418088, and as amended from time to time thereafter.

**By-Laws:** The By-Laws of Gleneagle Trail Condominium Association, and as amended from time to time thereafter.

**Property:** All the real property against which the Declaration is recorded, including any improvements thereon.

**Act:** The Illinois Condominium Property Act, as amended from time to time.

**Association:** Gleneagle Trail Condominium Association, an Illinois Not For Profit corporation.

**Board:** The Board of Directors of the Association.

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

**Common elements:** The Common Elements of the Association, as defined in the Act and the Declaration.

**Unit:** A portion of the Property as defined in the Declaration.

**Owner:** The Owner or Owners of a Unit, as defined in the Declaration.

**Owner in good standing:** An Owner who does not have any outstanding Association assessment debts.

**Member of Members of the Association:** An Owner or Owners.

**Assessment or other charges:** 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 Declaration, By-Laws, or the Rules and Regulations.

**Managing Agent or Manager:** The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.

**Permitted Vehicles:** Passenger-type automobiles in a fully drivable and operable condition having no more than four entry doors and specifically excluding limousines or hearses whether or not used for personal purposes; OR lightweight recreational motor vehicles, excluding campers, provided, however, that lightweight recreational vehicles shall have a “B”, “RV”, or other passenger license plate, shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand pounds (8,000 lb.), shall have an overall length of less than twenty feet (20 ft), shall have an overall width of less than seven feet (7 ft), shall be capable of being driven into a Unit’s garage and stores in a Unit’s garage with the garage door closed and shall be of a design which does not impede entry and exit from a Unit when parked on a Unit’s driveway; OR motorbikes and motorcycles, provided that each of the foregoing is registered and licensed to be ridden on public roads and highways.

**Emergency Vehicles:** Ambulances and hospital or medical vehicles of any type; OR fire fighting vehicles of any type; OR police protection vehicles of any type; OR snow plowing vehicles; OR permitted vehicles, provided that each of the foregoing is being utilized for emergency or normally understood and accepted purposes for the health, safety and welfare of the Owners, Residents and other persons on the Property.

**Non-permitted Vehicles:** All vehicles other than those defined above as Permitted Vehicles or Emergency Vehicles; OR any vehicles without valid state license plates and appropriate municipal vehicle stickers, is required; OR any commercial vehicle with lettering (or if not lettered is clearly intended for commercial purposes) unless it is parked in a unit owner’s garage.

**Abandoned Vehicles:** Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; and which has not been used or moved for at least seventy-two hours (72 hours); OR which does not have a current, valid vehicle license plate and municipal vehicle sticker, is required, OR which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned.

**Resident:** Any person who resides on the Property, including families and tenants of Owners and including an Owner as the context so indicates.

## **AUTHORITY**

The Gleneagle Trail Board of Directors is responsible for the direction, operation and administration of Gleneagle Trail Condominium Association, and is empowered by the Bylaws of the Association to adopt rules and regulations governing the operation and use of all property inherent to the Gleneagle Trail Condominium Association.

## **PHILOSOPHY**

The rules and regulations (incorporated in June 2008) have been established to serve as a guide for compatible community living and to enhance the enjoyment of life for the owners and residents of Gleneagle Trail Condominium Association. It is the intent of these rules to recognize, respect and ensure the rights and privacy of each member of the Gleneagle Trail community, while considering the best overall appearance and preserving the property values for the owners of Gleneagle Trail Condominium Association.

## **REMOVAL OF BOARD MEMBER(S)**

1. All Board member(s) shall comply with the Declaration, Bylaws, and Rules and Regulations of the Association.
2. Any Board member who does not comply after one written violation notice shall be removed from office as soon as possible.
3. An appointment for the position shall be made by the remaining Board members.
4. The removed Board member shall not serve on any committees, can not run for elections as a Board member, and may not be appointed to the Board for a period of three (3) years from the date of removal.

*All rules, regulations, restrictions and covenants contained in the Declaration and Bylaws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the final section of these Rules and Regulations.*

*It is each owner's responsibility to read and be aware of the rules and regulations before undertaking any project on the common grounds or on the buildings.*

## **II. POLICIES AND PROCEDURES REGARDING ENFORCEMENT**

- A. Any complaint which alleges a violation of the Declaration, Bylaws or Rules and Regulations shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth:

The name, address and phone number of the complaining witness.

The Owner's name, Unit number or address where the person or Resident being complained of resides.

The specific details or description of the violation, including the date, time and location where the violation occurred.

A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary.

The signature and address of the complaining witness and the date on which the complaint is made.

### III. GENERAL RULES

All rules, regulations, restrictions and covenants contained in the Declaration and Bylaws are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth in the final section of these comprehensive rules and regulations. The Board has the authority and right to reasonably interpret and apply its rules and regulations.

These Rules and Regulations are binding on all Owners, Residents, their families and guests.

### IV. RULES REGARDING THE USE, ADMINISTRATION AND APPEARANCE OF THE PROPERTY

1. Alterations: No alterations of any kind may be made to the exterior portions of any building, including roofs, siding, attic, grounds in and around the buildings and the lawns. Exceptions may be made only by written consent of the Board, or as stated in section "N. Landscaping".
2. Satellite Dishes/Antennas:  
No satellite dishes or antennas may be installed without prior written approval of the Board of Directors. No satellite dishes may be attached to ANY part of the building. All satellite dishes MUST be installed on a 2-3 foot pole in a flower bed at the front or rear of the unit. Dishes may not extend beyond the front of the garage door. 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. Wiring cannot be attached to the siding. It can be installed through the foundation or hidden underneath the siding.
3. Awnings or Sunroofs: No awning, sunroof, canopy or shutter of any type is permitted.
4. Storage. Storage of any kind is prohibited on common area.
5. Games and Activity. Any games or other activity which creates a nuisance, damages the common property, or disrupts the peace are prohibited on any common areas.  
Guests. Pets. Employees Invitees. and Resident Lessee. All owners are responsible for the actions of guests, pets, employees, invitees or anyone living under a lease, including but not limited to any repair or replacement costs caused by any of the parties named above.
6. **Assessments and Collections:**
  - a. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1<sup>st</sup>) day of each month. Any payment of the foregoing which is received after the fifteenth (15<sup>th</sup>) day of the month shall be considered late. All payments received will be applied to the oldest amount due.

- b. Any payment of less than the full amount of all assessments and other charges which are due in any given month of any payment which does not bring an Owner's account to be in good standing shall cause the Owner to be subject to a Late Charge of twenty five dollars (\$25.00) for that month which shall be added to and deemed a part of the Owner's Assessments.
  - c. Under appropriate circumstances, the Board shall have the authority to credit back any late charges which may have been added to an Owner's account.
  - d. Owners who are delinquent in the payment of assessments or any other charges or amounts due the Association are subject to legal action as permitted by the Act, Declaration, Bylaws and these Rules and Regulations. All legal fees and costs will be assessed to the Owner and Unit account.
  - e. Special Project Assessment. As deemed appropriate and to maintain the esthetics and well being of the community, the Board of Directors will conduct periodic exterior maintenance projects on the condominiums of Gleneagle Trail. The Board has the authority and will act in the best interests of the Association to evaluate the need to properly fund the project. If the Board deems it necessary, owners may be required to monetarily support the project through an approved special assessment.
7. Bicycles: Bicycles shall not be parked or stored on the Common Elements.
8. Board Meetings & Association Records: Board meetings, except executive sessions as permitted by law, are open to all Owners, who are encouraged to attend. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Owners. As required by law, the books and records of the Association are available for the inspection of Owners , provided that the request be made to the Board in writing in accordance to the Act.
9. Common Elements
- a. Storage of any kind is expressly prohibited on or in any Common Elements unless the elements are expressly designated for such purpose.
  - b. Any games or other activity which creates a nuisance, damages any Common Elements, or disrupts the peace is prohibited on or in any portion of the Common Elements.
  - c. Owners may not enclose any portion of the Common Elements with a fence or other boundaries without prior approval of the Board.
10. Damage to Common Elements Property: Any property which is damaged by the conduct of an Owner or by the Owner's family, tenants, or guests will be repaired as indicated in the Declaration, Bylaws or Rules and Regulations "Part IV Section E paragraph 5".
11. Garages:
- a. Garages shall be used primarily for storage of vehicles.
  - b. No exterior alterations may be made to garage doors.
  - c. No vehicle repairs are permitted on Association grounds.



- d. Barbecuing in garages is prohibited.
  - e. Care and consideration for others must be exercised if the garage is used for minor repair or maintenance of vehicles. Minor repair or maintenance refers to those jobs where 1) oil or transmission fluid is not used, and/or 2) the vehicle is not jacked up.
  - f. Nothing shall be stored in any garage that might create a danger of fire or explosion or that might create harmful or offensive fumes. Flammable materials may not be stored or kept in garages.
  - g. Barbecuing within the confines of the owner's garage is NOT permitted at any time. Barbecuing is to be conducted on the driveway only. Barbecue units are to be removed immediately after usage.
  - h. The owner will be held responsible for all costs resulting in any damage or alteration caused by barbecuing on the owner's front driveway, and it will be the owner's responsibility to bring said driveway or patio back to the standard s the Board of Directors deems appropriate.
  - i. Any damage done to the garage door or garage door trim by the snowplow company must be reported within 48 hours. If it is not reported within 48 hours the owner will be responsible for the cost of repairs.
12. Garbage Containers. All garbage must be placed in covered containers or sealed plastic bags. Owners are encouraged to use lidded containers to minimize wildlife foraging in the garbage. **GARBAGE AND RECYCLABLE CONTAINERS MUST BE KEPT INSIDE AT ALL TIMES OTHER THAN THE DAY OF PICK-UP.**
13. Placement: Containers, sealed bags and recyclables should be placed at the curb on the **MORNING OF PICK-UP** to discourage foraging by the wildlife in the area. **CONTAINERS SHOULD BE REMOVED AS SOON AS POSSIBLE AND ON THE SAME DAY FOLLOWING PICK-UP.**

Matteson, Illinois Code of Ordinances

## **CHAPTER 50: GARBAGE AND REFUSE**

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### **§ 50.01 DEFINITIONS.**

**GARBAGE.** Wastes resulting from packaging, handling, storing, preparing, cooking, and consuming food of all kinds, and dead animals.

**RECYCLABLES.** Those materials having an economic value in the secondary materials market for the authorized recycling contractor and the village. Said materials shall include, but not be limited to glass, aluminum cans, bi-metal cans, glass containers, newspaper and other paper products.

**RUBBISH.** Such matter as clothing articles, household appliances, furniture, wood products, metal ware, glass, crockery, paper, ashes, boxes, plastic articles and litter of any kind.

## **§ 50.16 WASTE CONTAINERS.**

(A) All garbage shall be drained, wrapped and stored in durable, rust-resistant, nonabsorbent, watertight containers not to exceed 30 gallons capacity, and which have close fitting covers. Plastic garbage bags are permitted for use outside as containers for garbage collection only, must be closed securely, and are not to be used for outside storage of garbage at any time. Yard waste material shall not be stored or mixed in the same waste container as garbage for collection and disposal.

## **§ 50.17 COLLECTION DAY.**

(A) The exclusive household refuse contractor shall collect garbage, rubbish and yard waste once a week on a day designated by agreement between the village and the scavenger or disposal service. There shall be no change in the day of collection, except on written notification by the scavenger to the village and to each owner, occupant, or lessee receiving garbage disposal service under this chapter, and on any contract in implementation thereof.

(B) It shall be the duty of any person having household garbage, rubbish, or yard waste, to place sealed, durable containers not to exceed 30 gallons in capacity or tightly closed plastic garbage bags, and yard waste bags or containers, on the curb in front of the premises, or in the alley adjacent to the premises, if garbage collection is made in the alley, not before 8:00 p.m. of the day prior to garbage collection being made, and also to remove the containers prior to 8:00 p.m. the day collection has been made. ('79 Code, § 91.07) (Ord. 1431, passed 6-4-90) Penalty, see § 50.99

## **§ 50.99 PENALTY.**

(A) Any person who violates any provision of this chapter for which no penalty is otherwise provided shall be subject to the penalty provided in § 10.99.

(B) Any person, firm or corporation found in violation of §§ 50.35 through 50.37 of this chapter shall be subject to a fine of not less than \$100 for the first violation, \$250 for the second violation and \$750 for each succeeding violation. In addition to the fines provided herein, any person, firm or corporation found guilty of a violation of §§ 50.35 through 50.37 shall be liable for any and all costs and expenses incurred relative to removing and properly disposing of the said garbage, rubbish or yard waste, and shall further reimburse the village for any and all costs and expenses incurred by the village relative thereto.

(C) Any person, firm or corporation found in violation of §§ 50.54 or 50.67 of this chapter shall be subject to a fine of not less than \$50 nor more than \$750 for each offense.

('79 Code, § 91.99) (Ord. 1431, passed 6-4-90; Am. Ord. 1453, passed 10-1-90)

(Please note the above is an excerpt from the Matteson, IL Code of Ordinances.)

## **V. Insurance & Census Cards:**

1. According to the Declaration, Article 1, Section 1, the Owner is responsible for obtaining insurance on the contents of his/her Unit and for personal liability.
2. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Buildings, or contents thereof. No Owner shall permit anything to be done or kept in this Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law.
3. Homeowners Insurance Policy. Each owner/buyer must obtain and maintain a Homeowner's Insurance Policy covering the interior walls and structural components of the building enclosing said unit. A copy of this policy should be provided at closing and a subsequent copy mailed to the management company. Refer to Article IV, Section 4.05 section (b) of the Declaration recorded in August 2004 for further clarification.
4. *Unit owners who do not comply by sending a copy of homeowners insurance (using their annual renewal date as the base for the fines) to the Gleneagle Trail management company will be fined \$100 for the first offense (more than 30 days beyond first notice), and \$200 for the 2nd (more than 60 days...). Following the 3rd offense (more than 90 days...) the Association will be turning over responsibility to the Association attorney. If a 3rd offense does occur, the fines and attorney's fees will be put onto the unit owner's account.*

**Note:** Owners take heed and comply. As the owner renews said homeowners insurance policy, the management company is to receive a copy. Your insurance company is to be advised of this procedure so that as the policy renews, the management company should receive a copy. This is a mandatory requirement for all owners of Gleneagle Trail.

## **Census Card & Lease Policy.** Adopted May 28, 2013

Each owner/buyer must complete and submit a census card for their unit(s) prior to purchase and at any other time as the association requires, in writing. It is the owner's responsibility to ensure their census is current. Any changes to their census card must be submitted to the managing agent in writing. Any leased units must submit a copy of the signed lease on a yearly basis to the managing agent. It is the owner's responsibility to ensure their census card and/or lease is received by the association's managing agent.

*Unit owners who do not comply by sending a copy of their census card and/or lease (using their annual renewal date as the base for the fines) to the Gleneagle Trail managing agent will be fined \$100 for the first offense (more than 30 days beyond renewal date), and \$200 for the 2nd (more than 60 days...). Following the 3rd offense (more than 90 days...) the Association will turn over responsibility to the Association attorney. If a 3rd offense does occur, the fines and attorney's fees will be added the unit owner's assessment account.*

## VI. Landscaping:

1. Flowers not exceeding two feet (2 ft.) in height are the only types of landscaping which Residents may plant without obtaining written permission of the Board. Flower beds or gardens shall be limited to those areas immediately adjacent to the owner's unit which shall include those planter beds in the front of the unit, on the side of the unit (if any) and at the rear of the unit only. No additional plant material, flowers, decorations of any nature may be planted or placed in the common area planter beds. Common area planter beds are defined as those planter beds located away from the building (those areas not immediately next to the buildings) in the open lawn areas. All other planting will be subject to approval by the Board, and a drawing of suggested additional planting must be submitted to the Board as a precondition to the Board's consideration of the request.
2. Owners shall be responsible for the care and maintenance of any gardens they plant.
3. Any garden must be planted in such a way so as not to interfere with the functions of any maintenance equipment used for the grass or Common Elements.
4. Any sod or other property damaged by the neglect or abuse of any person on the Property shall be replaced at the expense of the Owner or person who is responsible.
5. The Board has the authority to require a unit owner to remove any landscaping at any time as the Board deems appropriate.  
The Association will furnish exterior/landscaping maintenance with funds paid and received from owner maintenance assessments.
6. Landscaping Requests. Owners must submit IN WRITING to the Board of Directors of Gleneagle Trail (via the current management company representative) any requests to add, alter or remove trees, shrubs, plantings or other improvements(s) BEFORE the commencement of any work to the common area. Additionally, owners must receive WRITTEN Board approval BEFORE THE COMMENCEMENT OF ANY WORK TO THE COMMON AREAS. A detailed drawing is required which shows the exact positioning of any addition, replacement, or alteration to the common area; this drawing must accompany all landscaping requests submitted by said owner.

### NOTES:

- (a) Any owner requesting to add, alter, or remove any trees, shrubs, plantings or other improvements to the common area surrounding said unit is totally responsible for all costs as it relates to all labor and material of said request.
- (b) An owner will be held responsible for the cost to replace any trees, shrubs, plantings or other improvements as it relates to owner's original request as noted in Note (a) to perform the alteration/improvement to the common area surrounding said unit.
- (c) Further, if it becomes necessary for the Association to replace or repair trees, grass, shrubs, plantings or other improvements that the Association has previously replaced or repaired on at least one (1) occasion, and it is the opinion of the Board that this replacement and/or repair is necessary due to the owner neglect and not any disease

to the item. the owner shall *be* responsible for the total cost to repair and/or replace said item(s )

7. Landscape Watering. All Gleneagle Trail owners are responsible for the appropriate watering of all sod, trees, shrubs, evergreens and miscellaneous plantings, which exist on the front, side, and rear of said unit.
8. The Board of Directors has the authority and will serve notice to any owner the Board determines is neglecting and not properly maintaining an appropriate watering schedule to the grounds and plantings surrounding said unit.
9. Any owner who refuses to comply with the initial notice to apply an appropriate and ongoing watering schedule to the grounds and plantings surrounding said unit and following due process initiated by the Board of Directors, **owner will be fined \$25 per week for the first month** an appropriate watering schedule is not performed.
10. Following month number one, the Board will determine the condition of the common grounds surrounding the served owner. If it is determined by the Board that said common grounds is beyond repair, the Board will exercise its authority to repair or replace any common area surrounding said unit.  
  
Note: If the Board determines that the sod, trees, shrubs, evergreens and miscellaneous plantings need to be replaced as a result of defaulting owner's neglect to properly apply an appropriate watering schedule to the area surrounding said unit, the owner will be held totally responsible for all costs (material and labor) to repair and/or replace said plantings and common area.
11. To the extent necessary and as deemed appropriate, the Board has the power and will exercise its full authority with any defaulting owner through court proceedings in all matters relating to the improper maintenance by said owner. The defaulting owner will be responsible for all court costs, attorneys' fees and other fees and expenses. and all damages as well as interest charges at the highest legal rate per annum until paid. These charges shall be charged to and assessed against such defaulting owner.
12. Any owner who needs assistance with the appropriate watering of the common grounds surrounding said unit should seek neighbor and/or management company assistance.
13. **Any absentee owner is not excused and must comply with the appropriate watering procedures of the aforementioned common area.** Absentee owner is required to seek neighbor and/or management company assistance prior to departure.
15. Vegetable Plants and Fruit Trees: Vegetable plants are allowed and may be planted within two feet from said unit. No new fruit tree plantings are allowed on the common area. The planting of Climbing Ivy is prohibited.

16. Owners are cautioned to be prudent with the growth of vegetable plants so plants do not become a nuisance or unsightly object to the common area. If the Board feels that said vegetable plants are becoming unsightly, the owner will be requested to remove said plants and repair, remedy or correct said common area at the cost of said owner.
17. Owners are responsible for all costs concerning the proper care, custody, and maintenance of all outside decorative lighting fixtures installed to the common area by said owner.
18. The Board has the authority to serve notice and request said owner to remove any lighting fixture ruled to be a disturbance to a neighboring owner, and the owner will be responsible for all costs required to remedy or correct said common area as a result of said notice.
19. Mulch: The Association will be responsible for mulching of all beds and other areas which the Board of Directors deem appropriate. The preferred mulch will be red in color. Owner's are to contact the management company to place a request if they feel they are in need of mulch.

**VII. Maintenance Requests:** Maintenance request shall be submitted to the managing agent.

**VIII. Moving:**

1. Permitted moving hours are from 8:00 a.m. to 8:00 p.m.

**IX. Seasonal Decorations:**

1. Owners may install seasonal decorations. The Board requests that seasonal decorations be displayed no earlier than one month prior to the holiday and must be removed no later than one month after the date of the holiday. Owners are encouraged to **only** display flags immediately preceding and on designated holidays.
2. No decoration, which creates a safety hazard, will be permitted. The Board will notify said owner of the infraction and it will be the responsibility of the owner to remove said decoration immediately.
3. No decorations which create a safety hazard will be permitted.
4. The use of artificial Christmas trees is urged due to the potential fire hazard of natural trees. If natural trees are used, they must be wrapped when being brought into the building or taken out of the building.
5. The Board has the authority to require the removal of any decorative item at any time as the Board deems appropriate.

**X. Flags and Basketball Poles.** No stationary flag and stationary basketball poles will be **permitted and may not be installed** on the common area by any owner. Portable basketball poles will be permitted but are not to be stored on the lawn area. Additionally,

the installation of basketball hoops at the top of the garage door over the driveway is not permitted by any owner.

**XI. Security:** If any suspicious activities are observed, notify the police immediately. Write down any license numbers you observe.

**XII. Signs and Advertisements:**

1. Signs may not be attached to the exteriors of any building. A single For Sale or For Rent sign is allowed but is to not exceed the size of 24"x30".

2. Signs, Displays and Advertisements. No advertisements shall be allowed on the interior or exterior of the unit, and are prohibited on any portion of the common or limited common areas. Note: Open house signs are permitted during Open House Hours Only and must be removed immediately thereafter.

**XIII. Storm Doors:**

1. All storm doors must be the same color as the door trim and of the full view style.

2. Storm doors must be maintained in good repair by the Owner. Maintenance of the storm door is the responsibility of the Owner.

**XIV. Rules Regarding Pets:**

1. While the Association realizes the importance of dogs and cats as family pets in a household, it is also important to establish guidelines concerning the size and quantity which the Association feels is reasonable and acceptable for our community. Therefore, all owners are required to adhere to these guidelines as follows:

2. All animal fecal matter deposited on the Property is to be immediately picked up by the owners, bagged, and properly disposed of.

3. Dogs must be leashed while outdoors or on any Common Elements. Dog stakes are allowed but must be removed after each use.

4. No pet may be left unattended at any time on Common Elements.

5. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Elements or the Property of any other Resident.

6. An Owner is responsible for the actions and/or damages of pets of anyone residing in or visiting his/her Unit.

7. All pets must be leashed when outside a unit and **no pet may be left outside unattended.**

8. Pet owners are responsible for the actions of their pets and **must clean up after their pets immediately.**

9. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage association property Owners will be held accountable for the pet which causes or creates a nuisance or unreasonable disturbance. Additionally, owners will be held responsible for the damage to the common area caused by the owner's pet. The owner shall be subject to

a fine(s) (based on the damage created by the pet) or permanent removal of animal which will be determined by the Board **after due process hearings**. Owners also fall under the pet owner clean-up ordinance which is in effect and enforced by the Village of Matteson.

**XV. Windows:**

1. Standard window coverings such as drapes, shades, blinds , or temporary paper shades must be used. Window coverings other than drapes, shades, or blinds will NOT be allowed, other than for move-in purposes, in which case bed sheets are allowed to be hung as covering, but MUST be replaced within 30 days from the date of move in. Newspaper, clothing, foil or other non-standard window coverings are prohibited at all times.

**XVI. VEHICLE REGULATIONS**

**A. General Rules Regarding Vehicles:**

1. Maintenance or repair of vehicles shall not be allowed to take place outside the owner's unit. In addition, the Board possesses the right to regulate the disposition of vehicles within the grounds of the Association, including but not limited to the towing of vehicles.
2. All vehicles are restricted to paved surfaces, including driveways and parking areas on the Property. There shall be no parking or routes of passage across any other portions of the Property, including all lawn areas, sidewalks and fire lanes. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to or egress from a driveway or other portion of the Property. Permitted vehicles with commercial lettering, if they are in the regular business or use of a resident, are to be stored in garages at all time.
3. Parking, maintenance or storage of Non-permitted Vehicles on any portion of the Property is expressly prohibited. However, commercial vehicles may park in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by a Resident of the Association.
4. **Parking shall not obstruct any sidewalk, mailbox, or driveway nor the entrance to or exit from any Unit.**
5. Permitted Vehicles shall not be parked, maintained or stored on a driveway or on any other area reserved for the exclusive use of an Owner without express permission of the Owner or Resident having the right to exclusive use, possession and control of that area.
6. Any Abandoned Vehicle may be towed from the common element parking areas (except individual parking areas in the front of a unit's garage) without notice to the owner of said vehicle. Any towing costs shall be the responsibility of the owner of the vehicle and/or the unit owner if the owner of the vehicle is a guest of the unit owner. The following vehicles **are not permitted** on the grounds of Gleneagle Trail



1. Vehicles with more than four (4) wheels.
2. Vehicles having a curb weight of more than 8,000 pounds.
3. Vehicles having an overall length of more than twenty (20) feet or more than seven (7) feet in width.
4. No boats, trailers or trucks

**A vehicle shall be deemed abandoned if:**

1. It is in a state of disrepair rendering it incapable of being driven in its present condition; or
2. It has not been used or moved for fourteen (14) consecutive days or more and is apparently abandoned, or
3. It does not have a current, valid vehicle license plate and municipal sticker; or
4. The acts of the owner and condition of the vehicle clearly indicate it has been abandoned.
5. No boats, trailers or trucks may be parked or stored on the common areas or limited common areas for longer than forty-eight (48) hours.
6. Vehicle Towing. In addition to other provisions for enforcement of vehicles on the streets of Gleneagle Trail as explained previously and in the Declaration, the Board shall have the authority act as follows:
  7. a. Tow vehicles which are parked in violation of these rules for abandonment, immediate danger to the property or health, safety and welfare of any person thereon; or for repeated violations (e.g., the third offense) of these rules and regulations.
  - b. When a vehicle has been abandoned, and a notice of such violation was affixed to the vehicle at least seven (7) days earlier, the vehicle may be towed without further notice to the vehicle owner.
  - c. When a vehicle is parked in violation of any of these Vehicle Rules and the owner of the vehicle has been found guilty of at least two (2) prior violations of any provisions of these Vehicle Rules, the vehicle may be towed immediately upon the occurrence of the third or subsequent violation without notice to the vehicle owner.
  - d. Vehicles MUST be removed from the street and driveway when there is a snowfall of 72" or more.
8. Enforcement:

- a. The provisions set forth herein are intended to supplement, but not replace, the Policies and Procedures Regarding Enforcement, which are fully applicable to all violations under these Vehicle Regulations.
  - b. In the event of a violation of these vehicle rules, the Board or its duly authorized agent shall send a Notice of Violation to the Owner or shall affix a Parking Violation Notice to the vehicle, preferably on the front window. Any Parking Violation Notice which is affixed to the vehicle shall contain such information as the Board deems appropriate and shall be in a form similar to that which is attached hereto as Exhibit
  - c. Any Violation Notice under the Vehicle Regulations shall also be deemed a Notice of Violation under the Policies and Procedures Regarding Enforcement, and vice-versa, regardless of whether or not both types of notices are sent to the Owner.
  - d. Any failure to protest a Notice of Violation under these rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being assessed to the Owner as set forth in the Policies and Procedures Regarding Enforcement.
  - e. In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions.
    - (a) Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations, in a form similar to that which is attached hereto as Exhibit E. All such records of violations shall be kept by the Association in the manner designated by the Board.
    - (b) Identify or attempt to identify the Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
    - (c) Identify or attempt to identify the vehicle owner, if not an Owner, and notify that owner of the violations.
    - (d) Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.
9. General Vehicle Rules and Regulations. No vehicle may be parked, maintained, or stored so as to obstruct passage of other permitted vehicles or emergency vehicles on Association streets.
10. Vehicles of any types are restricted to the streets, driveways and parking areas of the Association, unless specifically authorized by the Board or its agents, and then, only for Association purposes.
11. There shall be no parking on routes of passage across any other portions of the property, including all turf areas.
12. Vehicles shall not be parked, maintained or stored in a manner which interferes with entering or exiting from a driveway or other portion of the property.

13. Permitted vehicles shall not be parked, maintained or stored on a driveway or any other area reserved for the exclusive use of one owner without the express permission of that owner.
14. Commercial vehicles may park in permitted areas for their normal commercial purposes so long as such parking is only for the period of time necessary to provide the commercial services requested by a resident of the property or the Association.
15. After receiving notice of a violation the Owner must follow the procedures set forth in the Policies and Procedures Regarding Enforcement, or the violation will be deemed admitted.

## **XVII. Architectural Guidelines**

- A. The Association shall provide **normal and customary exterior maintenance** of each parcel without special charge to the owner as follows:
  1. Repair of shingles, roof and flashing on roofs.
  2. Painting and repair of exterior walls.
  3. Painting and cosmetic repair of garage doors.
  4. Painting of gutters and downspouts.
  5. Repair and replacement of chimneys and exterior fireplace parts.
  6. Removal of snow from driveways and both public and private walks within 24 hours when accumulation is 2" or more.
  7. Repair and/or replacement of any underground pipes leading from the owner's condominium if said pipes are located outside the plat of survey.

**Note:** Owners may be responsible for repairs and/or replacements of underground pipes, which are located within the plat of survey of their unit and serving their unit only. Owners are responsible for water sill cocks/water spigots.

- B. **Subject to Board approval,** the basic architectural design of the Gleneagle Trail shall remain constant throughout the complex. Therefore, the following architectural standards will be strictly enforced -- all owners are requested to read and adhere to these standards as follows: No owner shall make any exterior architectural changes or additions to any unit.

1. Awnings. No awnings (retractable or fixed), sunroofs or canopies of any type will be permitted on the exterior of any unit.
2. Storm Doors. Storm Door purchase and installation is the responsibility of the owner and shall be color of door, of the full-view style and must be maintained by the owner. Doors on the unit shall remain the same style and material as the original plan.
3. Windows. The shape and size of all unit windows will remain constant. No variance from the original shape and size will be permitted. All replacement windows must be consistent with the original window design, including window grills. Air Conditioners and/or window fans are prohibited. Damage may occur to the outside window and siding, causing leakage that the Association would be responsible for.
4. Fencing. No owner will be permitted to erect any fencing or permanent/partial wall. No Invisible fencing will be permitted.
5. Garage Doors. No exterior alterations may be made to garage doors and exterior garage lights.
6. Temporary netting is permissible. No alteration to address numerals will be permitted by individual owners unless directed and approved by the Board of Directors.

#### **XVIII. RULES REGARDING CLOSINGS AND TRANSFER OF OWNERSHIP**

- A. In the event of any resale of a Unit the following rules shall apply, except to the extent they are in conflict with the Act, in which case the provisions of the Act shall control.
- B. Intent to Sell. The selling owner is required to submit a written notice of Intent to Sell to the management company. The Management Company will send Seller a Receipt of Notification by mail. If Seller fails to comply, a \$100 charge will be placed on the Unit Owner's assessment account.
- C. As required by section 22.1 of the Act, the Association shall provide the required information to any Owner who requests it. As required by the Act, the information shall be provided only: 1) When requested in writing by the Owner or his or her agents, and 2) Given thirty (30) days notice of the request. The Association may, upon request of the unit owner, provide such information within a time period less than thirty (30) days, but in no way is the Association obligated or required to do so. In the event such information is, at the Association's discretion, provided in thirty (30) day's time upon request by the unit owner, the Association may charge a fee in the amount of 10 cents (\$.10) per page of copy for the cost of this service, or such higher amount as may be permitted by law. However, in the event a request is made which requires this information to be provided with less than the thirty (30) day period provided by statute, the Association will charge the Owner an administrative charge of twenty five dollars (\$25.00).
- D. The Association shall provided any Owner, upon ten (10) days notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. In accordance with the

statute, the Association may charge a reasonable fee for this service, which is presently set at ten dollars (\$10.00) per request.

- E. In the event a request is made which requires this information to be provided in less than the ten (10) day period provided by statute, the Association will charge the Owner a flat fee of twenty five dollars (\$25.00). When the Association is requested by an Owner to provide a letter showing the status of assessments, the letter provided shall be substantially in the form set forth in Exhibit G.
- F. Anytime a Unit within the Association is sold or otherwise transferred, the prospective owner shall be contacted, either directly or through the present owner, and requested to supply information essential to the Association's records and efficient functioning. The prospective owner shall be contacted by a letter and shall be required to supply the information requested therein. Such letter shall be substantially in the form set forth in Exhibit H. The new owner shall also supply a photocopy of the deed and any mortgage against the property, so that the Association can maintain an accurate list of title holders and mortgagees. If the new Owner so desires, information on purchase price, financial terms of the mortgage and other information deemed personal or confidential by the Owner, except for the exact name of the owner and mortgagee and their respective addresses may be blacked out removed from the copies supplied. All information supplied by the prospective owner shall be kept confidential and shall be used for Association purposes only. Furthermore, all costs and expenses of the Board in obtaining the requested information, including attorneys' fees, shall be assessed to the account of that Owner as a Common Expense.

In the event of any resale of a unit, the following rules shall apply, except to the extent they are in conflict with the Declaration & Bylaws of Gleneagle Trail, in which case the provisions of the Declaration & Bylaws of Gleneagle Trail shall take precedence.

- G. Selling Owner Responsibility. It is the selling owner's responsibility to advise real estate brokers and attorneys of the selling requirements of Gleneagle Trail Condominium Association. Your compliance will avoid any delay in providing the closing documents in a timely manner.
- H. Contract of Sale. The selling owner(s) shall provide the Board through its agent written notice of the terms of any contemplated bona fide sale or rental, together with the name, address of the proposed bona fide purchaser, as well as such other information concerning the proposed purchaser as the Board may reasonably require. All sales or rentals must receive written approval of the Board of Directors.
- I. Management Company Responsibility. The management company must follow certain procedures to prepare the necessary closing documents. They will advise you of the fee, if any, for preparing the closing document. The management company will consider the status of the owner's account as part of the criteria for release.
- J. Closings. Owners shall advise the management company of the date and time of closing **not less than twenty (20) days prior to closing**. The seller is responsible to ensure that the new owners receive a copy of the Declaration and Rules & Regulations of Gleneagle Trail

Condominium Association. Copies are available from the management company for a designated fee.

- K. **Compliance Agreement.** The Board requires written verification that the buyer(s) has received, read and agrees to comply with the Declaration and the Rules & Regulations of Gleneagle Trail Condominium Association. A Compliance Agreement (see Exhibit A) will be included with the closing papers from the management company. This should be signed by the buyer(s) and returned to the management company when requesting a statement of account and waiver documents.

## **XIX. RULES RELATED TO LEASES, TENANTS AND NON-RESIDENT OWNERS**

- A. In accordance with Article IV, Section 4.14 of the Declaration, renting or leasing of a unit is permitted up to 10% of all units. All rental units require written approval of the Board of Directors.
- B. All Owners who do not reside in a Unit owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at 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 notices at any address other than the address of the Unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such Owner caused by any delays in receiving notice resulting there from.
- C. No non-resident Owner may lease less than the entire Unit, nor may the Unit be leased for transient or hotel purposes.
- D. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations of the Association.
- E. Every Owner intending to lease a Unit shall give prior notice of one (1) month 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 the parties executing the lease.
- F. The penalty for leasing a Unit to an unauthorized tenant will be a fine of one thousand dollars (\$1,000.00), which will become a charge against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.**
- G. Each Owner shall be responsible for providing his or her tenants with copies of the Declaration, Bylaws and Rules and Regulations. In addition, the Association shall be given both a signed original lease and Rider to every lease of any Unit on the property prior to the occupancy date on said lease. Any expenses incurred by the Association in obtaining there documents shall be assessed to the responsible Owner as a Common Expense.**
- H. If a tenant violates any provision of the Declaration, Bylaws or Rules and Regulations, the Board, in its discretion, shall determine what action or actions should be taken against the Owner or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

- I. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the responsible Owner as a Common Expense.
- J. Provisions herein which relate to the execution of new leases shall become effective upon the expiration of any lease which is currently in effect. However, the requirements herein are effective immediately. Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of these Rules and Regulations.
- K. Copies of all leases and contracts to purchase presently in effect must be in writing and must be submitted to the Board or said agent within thirty (30) days of the effective date of the Declaration Amendment. Approved Gleneagle Trail lessors must provide the lessee with a copy of the current issue of the Association's Rules & Regulations. Additionally, the lease should include the verbiage that lessee(s) is in receipt of and agrees to adhere to the Rules & Regulations of Gleneagle Trail.
- L. Unit owners are responsible and will be held accountable for any unlawful actions taken by their lessees.
- M. If any lease or contract to purchase is made or attempted by any owner without complying with the foregoing provisions, such lease and contract to purchase shall be subject to all rights and remedies of the Board.
- N. No Unit shall be leased, rented or licensed for hotel and/or transient purposes. Any lease or rental (or other occupancy by a person who is not the Owner) of a Unit for less than six (6) months shall be deemed to be a rental, lease or license for hotel and/or transient purposes. This includes leases and licenses pursuant to Airbnb, Homeaway, VRBO or similar websites.
- O. Any lease or license (or other occupancy by a person who is not the Owner) of a Unit for less than six (6) months shall be deemed to be a lease or license for hotel and/or transient purposes.
- P. Any owner who violates Section (a) above shall be subject to a fine of an amount equal to the rent received by Owner for such nightly, weekly, or monthly rental, plus a flat fine in the amount of **\$250.00** for the first offense; **\$500.00** for the second offense; and **\$1,000.00** for the third and subsequent offense.
- Q. In addition to any other remedies, the Board of Directors shall have the authority to file and action for injunction against any owner who fails to comply with the above provisions. The owner of the unit shall be liable for any and all attorneys' fees, other fees and costs incurred by the Association as a result of the violation.

## **XX. Homeowners Monthly Assessment Fees**

- A. Monthly assessments are due on the first of each month, and must be received by the management company no later than the 15th of each month. A late fee in the amount of \$25 per month will be imposed on any assessment(s) not received by the 15th day of each month and will continue to be imposed on the owner's account until the account balance is paid in full. The late charge is subject to change by resolution of both the current policy and/or modified by board resolution.
- B. The Association shall provide any owner, upon ten (10) days notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid

assessments and other charges due and owing from such owner. The Association or its agent may charge a reasonable fee for this service.

C. If Unit Owners or their Heirs have to be taken to Court, the following will apply:

1. For failure to follow Rules and Regulations
2. Failure to follow By-Laws or Declarations
3. If the amount that the Court awards Gleneagle Trail Condominium Association does not cover the court cost, legal fees, and fines, the Unit Owner will be held responsible. Should the Unit Owner refuse to pay, a letter of Assessment will be placed against their account until paid.

## **XXI. Hearing Procedures**

In the event of violations of any of the provisions of the Declaration. Bylaws or Rules & Regulations of Gleneagle Trail Condominium Association, the following shall occur:

- A. The owner will be notified by the Association or its duly authorized agent in writing by certified mail, return receipt requested. (See Exhibit B).
- B. Within fifteen (15) days after notification of a violation, the owner may submit a request in writing to the management company for a hearing before the Board of Directors. **If the owner intends to be accompanied by an attorney, this intent must be stated. The Association's attorney will then also be present during these proceedings.**
- C. **Note: If the owner's attorney needs to cancel, the Association must receive 48 hours notice of the impending cancellation. If the Association does not receive this cancellation notice from either the owner or the owner's attorney, and the Board is present at the hearing with their attorney, the owner will be assessed the current hourly rate of the Association's attorney plus any travel and out-of-pocket costs incurred.**
- D. All hearings will be held at the earliest possible date after receipt of request, but not later than fifteen (15) days after receipt. Hearings are subject to being reconvened after fifteen (15) days if a quorum of the Board cannot be present for the initial hearing.
- E. At the hearing, the Board shall hear and consider arguments, evidence or statements pertaining to the alleged violation. Following the hearing and after due consideration, the Board will render its determination and notify the owner within seven (7) days. The decision of the Board shall be final and binding on the owner.



- F. Payment of any charges under these Rules shall not become due and owing until the Board has completed its determination and rendered a decision following the hearing.
- G. If no request for hearing is filed within the specified fifteen (15) days, a hearing will be considered waived and the charge of a violation will stand.
- H. If the owner continues to violate the rules after receipt of the 1<sup>st</sup> notice and a hearing is not requested, fines will be assessed to the unit owner's account in the amount of: \$25.00 for the 2<sup>nd</sup> offense of the same violation, \$50.00 for the 3<sup>rd</sup> offense of the same violation, \$75.00 for the 4<sup>th</sup> offense of the same violation and possible legal action(s).
- I. If the matter is not resolved within sixty (60) days, the Board has the right to turn the matter over to the Association's attorney for appropriate legal action. In such cases, the owner will be notified by certified mail, return receipt requested. Any legal fees, costs or expenses incurred shall be charged to the Owner's account.

## **XXII. Damage to Common Property**

- A. If an owner damages the common property, the owner will be notified in writing and all procedures and due process described above will apply. If the damage is not corrected within thirty (30) days after receipt of notice or determination of hearing, the Board may have the damage corrected and the owner will be charged with the full cost of the labor and material, plus fines incurred as described above.
- B. Alternatively, the Board may have the violation corrected and the owner will be charged with the full cost of the labor and material required to correct the violation, plus fines incurred.
- C. Any owner determined to be in violation of the Declaration, Bylaws or Rules & Regulations of Gleneagle Trail shall pay the charges assessed and deemed necessary by the Board within thirty (30) days of date of notice as a result of the Board hearing, or within sixty (60) days, if no hearing was requested. Failure to pay charges within this time period shall subject the owner thereafter to further action by the Board of Directors.

## **XXIII. Conclusion**

The Board of Directors of Gleneagle Trail Condominium Association shall have such additional reasonable powers to implement these Rules & Regulations as granted under the Illinois State Law and the Association's Declaration.

## **A. AMENDMENTS TO THESE RULES AND REGULATIONS**

1. Procedures to amend, change or add to any parts of these Rules and Regulations:

- a) The Board has the authority to adopt and amend rules. There is no requirement to allow unit owners to vote, nor is there any right of the unit owners to vote on rules or proposed rules or amendments to rules. The Association is operated by the Board only, not the unit owners. The Board should not turn over Board powers and duties to unit owners.
- b) The Act contains specific procedures for adopting and amending rules and regulations:
  - 2. There must be a meeting called for the specific purpose of discussing the proposed rules and regulations, or changes to these rules and regulations.
  - 3. Notice of the meeting must contain the full text of the proposals. Notice must be mailed or delivered giving members no less than ten (10) and no more than thirty (30) days notice of the time, date, place and purpose of the meeting.
  - 4. No quorum is required. The unit owners have no right to vote on the rules, as only the Board adopts the rules and regulations.
- c. There will be no other acceptable procedures for changing these Rules and Regulations except as listed above.

## **VIOLATION COMPLAINT - WITNESS STATEMENT**

PLEASE PRINT CLEARLY OR TYPE. Complete all of the information that you know. If unknown, please state so. Attach additional sheets if necessary.

### **INFORMATION CONCERNING WITNESS(ES) TO VIOLATION:**

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Witness's Name	Address	Phone Number
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Names, Addresses, and Phone Numbers of any other Witnesses

### **INFORMATION CONCERNING VIOLATOR:**

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Violator's Name	Address	Phone Number
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Name, Address, and Phone Number of Owner, if different

### **INFORMATION CONCERNING VIOLATION:**

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Violation Date	Time	Location
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Section(s) of Declaration, By-Laws, or Rules & Regulations which was violated

Witness' Observations: \_\_\_\_\_

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I MAKE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS. IF I REFUSE TO TESTIFY AFTER FILING THIS COMPLAINT, I AGREE TO PAY ALL COSTS AND ATTORNEY FEES LOST BY THE ASSOCIATION AS A RESULT OF MY FAILURE TO TESTIFY.

---

Signature

---

Date Signed

\*

\*

\*

Matteson, IL 60443

RE: Gleneagle Trail Condominium Association –  
Reported Violation of Declaration, By-Laws or Rules and Regulations  
**Unit**

Dear \*:

The Board of Directors and/or Management have been notified of a possible violation of the Association's Covenants and/or Rules & Regulations as denoted below. The Association has the obligation of investigating all possible violations of these documents but also appreciates the fact that there may be circumstances involving this issue(s) that you may want the Board of Directors and/or Management to be aware of. To that end please insert any comments that you feel pertain to this matter on the reverse side of this notice which will then be forwarded to the Board for their review at the next scheduled meeting, which you are invited to attend.

\*

\*

If you feel this notice is accurate the Board of Directors is requesting that you correct the infraction within the next 15 days or you may request an extension of time on the reverse side of this notice in the "Comments" area.

Please note that you do have the right to refute this reported violation as mentioned above at the next scheduled Meeting of the Board of Directors the date of which is denoted on the reverse side of this notice.

Thank you for your cooperation in this matter.

Very truly yours,

***BOARD OF DIRECTORS***

**GLENEAGLE TRAIL CONDOMINIUM ASSOCIATION**

## NOTICE OF HEARING

I understand that I can appeal this Reported Violation(s) as contained on the front side of this notice dated \* \_\_\_\_\_, 20\*\*, which will be reviewed by the Board of Directors **next scheduled Board Meeting**. Unit Owners will be notified as to when the next Board meeting will be scheduled.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Owner's Name-Printed Clearly**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City, State**

\_\_\_\_\_  
**Zip Code**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Date**

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please do not contact the Management Company or Board Members regarding this notice. If you feel the reported infraction is not valid please complete and return the Notice of 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 or posted in the building (if you have a common hallway).**

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

\_\_\_\_\_

**GLENEAGLE TRAIL CONDOMINIUM ASSOCIATION**  
**NOTICE OF DETERMINATION REGARDING VIOLATION**

TO: \_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

On \_\_\_\_\_ you were notified of a violation of the Declaration, By-Laws, and/or Rules & Regulations of the Association. Pursuant to the Association rules:

- ☒ A hearing was held at your request  
☐ You have admitted to the violation by default and waived your right to request a hearing regarding the alleged violation.

After considering the complaint, the following determination has been made and the following action(s) will be taken:

- ☐ You were found not guilty and no action will be taken.
- ☐ A \_\_\_\_\_ (1st, 2nd, etc.) violation of the Association's Declaration, By-Laws, and/or Rules & Regulations has occurred and a fine in the amount of \$ \_\_\_\_\_ is now due. A FINE WILL BE IMPOSED FOR EACH DAY OF A CONTINUING VIOLATION UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.
- ☐ Damages, expenses, and administrative charges in the total amount of \$ \_\_\_\_\_ have occurred and are now due.
- ☐ Legal expenses in the amount of \$ \_\_\_\_\_ have been incurred by the Association. and are now due
- ☐ Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.
- ☐ As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

GLENEAGLE TRAIL CONDOMINIUM ASSOCIATION  
c/o EPI Realty & Management  
14032 S. Kostner Avenue, Suite M  
Crestwood, IL 60445  
708/396-1800

By: Mark Stevens  
Title: Property Manager

## PARKING VIOLATION NOTICE

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

This vehicle is parked in violation of the Rules & Regulations of Gleneagle Trail Condominium Association for the following reasons:

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This is your (circle one):     First   Second   Third   \_\_\_\_\_     violation of the Association's Vehicle Rules. UPON A **THIRD** OR SUBSEQUENT VIOLATION, YOUR VEHICLE MAY BE TOWED WITHOUT NOTICE TO YOU.

NOTE: IF YOU WISH TO PROTEST THIS VIOLATION, YOU MUST CONTACT THE ASSOCIATION IN WRITING AND REQUEST A HEARING IN ACCORDANCE WITH THE ASSOCIATION'S POLICIES AND PROCEDURES REGARDING ENFORCEMENT. IF YOU FAIL TO PROTEST WITHIN 21 DAYS, THE VIOLATION WILL BE DEEMED ADMITTED, AND YOU MAY BE ASSESSED COSTS AND EXPENSES OF AT LEAST \$25.00.

Please phone the Association c/o EPI Realty & Management at 708/396-1800 if you have any questions or to obtain a copy of the Association's Rules.

\_\_\_\_\_  
Signature of Authorized Agent

**EXHIBIT D**  
**RECORD OF VEHICLE VIOLATION**

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

**VEHICLE INFORMATION:**

License Plate: \_\_\_\_\_

Make of Car: \_\_\_\_\_

Model: \_\_\_\_\_

Color: \_\_\_\_\_

Municipality Sticker: \_\_\_\_\_

Where Parked: \_\_\_\_\_

Owner's Name and Address if known: \_\_\_\_\_

\_\_\_\_\_

**TYPE OF VIOLATION:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Completed by: \_\_\_\_\_

(signature)



**GLENEAGLE TRAIL CONDOMINIUM ASSOCIATION  
RECEIPT OF RULES/DECLARATION**

\_\_\_\_\_  
BUYER'S NAME (PLEASE PRINT)

\_\_\_\_\_  
UNIT ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

DATE OF CLOSING: \_\_\_\_\_

I/We, \_\_\_\_\_ acknowledge that I/we have received a copy of the Gleneagle Trail Condominium Association Rules and Regulations and Declaration, and that I/we have read and understood these documents. I/We also acknowledge that I/we have received the coupon booklet. I/We also acknowledge that the monthly assessment is due on or before the 1st day of each month and that I/We will use the coupon booklet from the former owner to remit our payment. Non-receipt of the coupon booklet will not waive the Purchaser's responsibility to remit the monthly assessment in accord with the Covenants. I/We agree to review the "Assessment Letter" which is issued to the Seller at closing which states the amount of the monthly assessment. I/We acknowledge that a late fee will be charged to our account if the monthly assessment is not paid in accordance with the Association's Rules and Regulations. I/We acknowledge that any existing damage due to the removal of a satellite dish installation on the unit must be restored to it's original condition otherwise the cost of restoration will be passed on to the existing unit owner. I/We will also be responsible for any cables, wires, and satellite dishes installed on the exterior of this unit that have to be removed. I/We acknowledge that any damage that currently exists to the garage door for this unit will be my/our responsibility to repair and not the Association's. I/We acknowledge that any damage to the asphalt by the garage door of the unit due to oil/chemical spillage will be the purchaser's responsibility to repair/restore.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE\*

\_\_\_\_\_  
DATE

\_\_\_\_\_  
BUYER'S SIGNATURE\*

(\*Signatures must be notarized)

County of \_\_\_\_\_

Subscribed and sworn to before me

\_\_\_\_\_  
**III. Notary Public**

GLENEAGLE TRAIL CONDOMINIUM ASSOCIATION

RIDER TO LEASE

DATED: \_\_\_\_\_

BETWEEN: Lessor/Landlord/Unit Owner) \_\_\_\_\_

AND

(Lessee/Tenant) \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

This Rider is added to and made a part of the attached lease in accordance with the Rules and Regulations of Gleneagle Trail Condominium Association. By this Rider the undersigned parties to said lease expressly acknowledge that (a) in accordance with Section 4.14 of the Declaration of Condominium Ownership for Gleneagle Trail Condominium Association, every lease (and extensions or renewals thereof) and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the By-Laws and Rules and Regulations of the Association, and (b) any failure by the lessee to comply with the terms of the Declaration, By-Laws and Rules and Regulations shall be a default under the lease and shall subject the parties to the disciplinary and enforcement powers of the Association, including but not limited to, the right of the Association to terminate the lease and evict the lessees under the provisions of Article IX of the Illinois Code of Civil Procedure.

In addition, the Gleneagle Trail Condominium Association shall be a third party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies available to either party under the lease in the event of any default.

The rights of the Association shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

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

\_\_\_\_\_  
Lessor (Landlord/Unit Owner)

\_\_\_\_\_  
Lessee (Tenant)

\_\_\_\_\_  
Lessor (Landlord/Unit Owner)

\_\_\_\_\_  
Lessee (Tenant)

\_\_\_\_\_  
Date