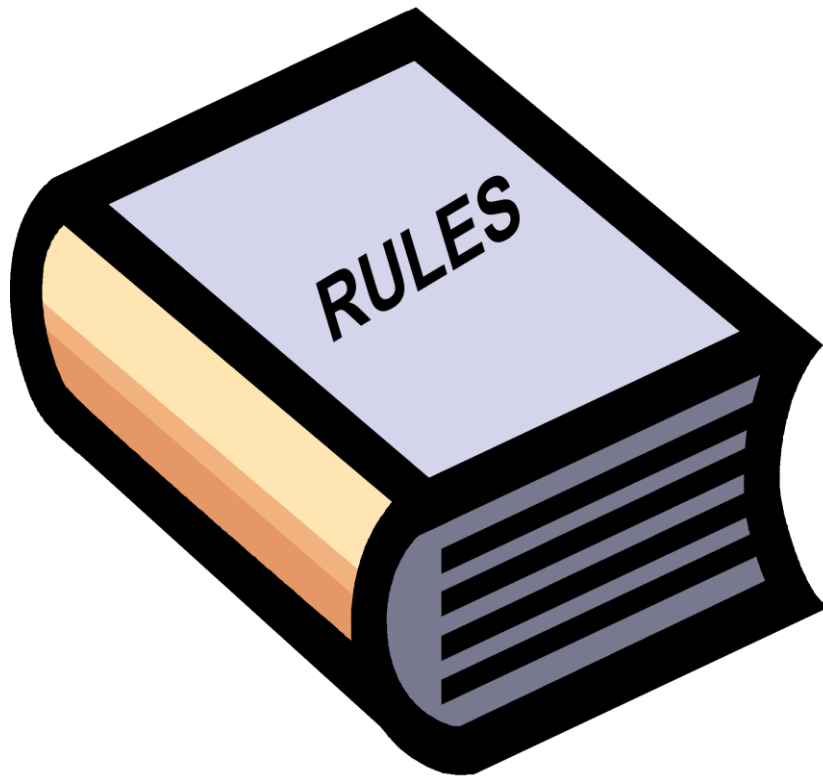


Four Lakes Condominium Homes – Association D

Rules, Regulations & Procedures



Revision – 3/27/2007
Revision – 5/31/2011
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Four Lakes Village offers homeowners a unique and desirable neighborhood in which to live. Living in close proximity with each other, makes it imperative that our Association's Rules and Regulations be understood and abided by all members. In order that our community continues to offer and nurture a high level in appearance, lifestyle, amenities and maintenance, the following rules and regulations have been developed.

I. INTRODUCTION

A. Descriptions of Sections of Handbook

1. Introduction – This section explains the sections of this handbook and provides definitions of terms used.
2. Policies and Procedures Regarding Enforcement of Four Lakes Village Homeowners Association Rules and Regulations – This section describes policies and procedures which are binding on all Unit Owners, Residents, their families and guests.
3. Rules and Regulations of the Condominium Associations – This section sets forth the Condominium Associations' jurisdiction and responsibilities.

B. Definition of Terms

1. Act – The Condominium Property Act of the State of Illinois, as amended.
2. Property – All the land, property and space comprising the Parcel and all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto and all fixtures, equipment and facilities intended for the mutual use, benefit or enjoyment of the unit owners, submitted to the provisions of the Act.
3. Planned Unit Development Site (PUD) – A tract of real estate to be developed as Four Lakes as described in the Articles of Incorporation.
4. Four Lakes Village Homeowners Association – The not-for-profit organization established in the Articles of Incorporation to administer and operate the Common Property through its Board of Directors (Master Board).
 5. Condominium Association – One of 7 Condominium Associations and two rental communities, administered by a Board of Directors, which make up the Four Lakes Village Homeowners Association.
 6. Condominium/Association Instruments
 - A. By-Laws – Provisions adopted by an organization to govern and regulate its affairs.
 - (1) Four Lakes Village Homeowners Association
 - (2) Condominium Associations
 - B. Declaration of Condominium Ownership – The instrument by which the Property within a Condominium Association is submitted to the provisions of the Act, as amended.
 7. Unit – A part of an individual condominium, including one or more rooms and occupying one or more floors or a part or parts thereof, designed and intended for independent use and having lawful access to a public way.
 8. Person – A natural individual, corporation, trust or other entity capable of holding title of real property.
 9. Unit Owner – The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit.
 - A. Condominium Association – Each Unit has a vote equal to the unit's respective percentage of ownership interest in the common elements of the respective Condominium Association.
 10. Resident – An individual, who may or may not be a Unit Owner, who resides in a Unit in Four Lakes Village.
 11. Common Property – All portions of the Property within Four Lakes Village not within a Condominium Association.
 12. Common Elements – All portions of the Property within the Condominium Association except the Units.
 13. Limited or Exclusive Use Common Element – Applies to decks, patios, balconies, garages and areas enclosed by a fence (courtyard).

14. Common Expense or Assessment – Any amount which the Condominium/Master Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or other assessments which are levied pursuant to the Condominium/Association Instruments.
15. Managing Agent or Community Manager – The person or entity which has been employed or engaged by the Homeowners Association's to manage the day-to-day administration of the Property in the manner directed by the Master Board.
16. Landscaping – Landscaping maintenance will be provided for all Property. This encompasses all trees, plant growth, flowers and grass in all common areas including the natural habitat areas.

II. POLICIES AND PROCEDURES REGARDING ENFORCEMENT OF FOUR LAKES VILLAGE AND CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

While we encourage neighbors to attempt to resolve their differences amicably between themselves, if an Owner and/or Resident wish to file a complaint concerning a violation of these Rules and Regulations, the following procedures are to be followed. Note that any person filing a complaint must be willing to be identified as the complainant and to cooperate with the Board in processing of the complaint.

A. Complaints

Any complaint which alleges a violation of the Condominium/Association Instruments and/or Rules shall be made in writing and sent to the office of the management company for Four Lakes Condominiums Association D within 30 days, and shall contain substantially the same information as that set forth in the Witness Statement. At a minimum, the complaint shall set forth:

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

B. Notification

When a complaint is made pursuant to the above, the Unit Owner shall be notified of the alleged violation by the Association or its duly authorized agents. If the complaint is based on conduct of the Unit Owner's tenant, the tenant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board. The unit owner shall also be advised of the amount of the proposed fine or other sanction.

C. Hearings

If any Unit Owner and/or Resident charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Unit Owner must proceed as follows:

1. Within twenty-one days after the Notice of Violation has been served on the Unit Owner and/or Resident pursuant to the provisions herein, the Unit Owner and/or Resident must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested by completing the Request for a Hearing form.
2. If a request for a hearing is timely filed, a hearing on the complaint shall be held before the applicable Board (of the Condominium Association or meeting as a Panel of Inquiry. The Panel of Inquiry shall not include any persons presenting evidence in the hearing.
3. At any such hearing, the applicable Board meeting as a Panel of Inquiry shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the Panel of Inquiry shall issue its determination regarding the alleged violation. The decision of the Panel of Inquiry shall be final and binding on the Unit Owner and/or Resident and the Association. The Association's and Unit Owner's and/or Resident's attorneys may be present and participate in the hearing. The hearing need not be conducted in conformity with judicial rules of procedure or evidence. A record shall be kept which identifies all persons participating in the hearing. Upon request of the Unit Owner and/or Resident, one continuance will be granted for a period of not longer than 7 days for good cause shown. The Panel of Inquiry may also reschedule the hearing to accommodate the scheduling needs of its members.
4. Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel of Inquiry has completed its determination. Notification of the Panel of Inquiry's determination shall be made in writing.

D. No Hearing Requested

If no request for a hearing is filed within twenty-one days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Unit Owner and/or Resident shall be notified by the Condominium/Association of any such determination using the same form and in the same manner as if a hearing had actually be conducted by a Panel of Inquiry.

E. Actions to be Taken

If a Unit Owner and/or Resident is found to have violated personally or is otherwise liable for a violation of any of the provisions of the

Condominium/Association Instruments and/or Rules and Regulations, the following shall occur:

1. If found to be guilty of a first violation of a given provision of the Condominium/Association Instruments and/or Rules and Regulations, the Unit Owner and/or Resident shall be notified of the finding by the Condominium/Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine after considering factors such as the length of time the regulation has been in effect, the length of time the violator has owned a Unit or resided on the Property, whether the violation was committed by the Unit Owner and/or Resident, and if not, the extent of control the Unit Owner and/or Resident had or should have had over the violator's conduct, the severity of the violation and other appropriate factors. In addition, any legal expenses incurred at the Condominium/Association's expense may be imposed.
2. If found to be guilty of a second or continuing violation of the same provision of the Condominium/Association Instruments and/or Rules and Regulations, the Unit Owner and/or Resident shall be notified of the finding by the Condominium/Association or its duly authorized agents. The Unit Owner shall also be assessed a fine.
3. Where a fine is imposed, unless expressly provided in another Section of these Rules and Regulations, it shall be in the amount TO BE DETERMINED for single incidents of violation.
4. **Level of Fines:**
 - a. Level A: Minor infraction of stated rules, i.e., Noise Disturbance, Leash Law/Parking/Speeding violation.
 - i. First Violation \$ 50.00
 - ii. Second Violation \$ 75.00
 - iii. Third Violation \$100.00
 - b. Level B: Major infraction of stated rules, i.e., Property Damage to Common Area, Escalated Noise Disturbance, and Personal Injury caused by Homeowner, Guest or Pet.
 - i. First Violation \$100.00
 - ii. Second Violation \$250.00
 - iii. Third Violation \$500.00
5. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Unit Owner and/or Resident to pay for any damage or any unauthorized condition on the Property for which the Unit Owner and/or Resident has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Condominium/Association, or to pay any legal expenses and costs incurred by the Condominium/Association as a result of the violation. Any damage to the Common Property or Common Elements

which has been repaired by the Unit Owner and/or Resident must be inspected by the Board's representative to verify that the repair has been properly done. The cost of such inspection and any necessary repairs shall be assessed to the Unit Owner and/or Resident as part of his share of the Common Expenses.

6. The Board has authority, in its sole discretion, to deviate from the aforesaid fine schedule.

F. Collection of Charges

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

G. Delivery of Notices

Time is of the essence for this policy. Notices are deemed served either:

1. At the time of delivery if a personal delivery; or
2. On the second business day after deposit in the United States Mail, provided that the notice has been sent via certified mail – return receipt requested, postage prepaid, to the Unit Owner and/or Resident at the Unit address (or to such other address if applicable) For Units held in trust, the notices may be sent either to the address of the trustee or to such address as has been provided to the Condominium/Association by the trustee or the beneficial owner of the trust.

H. Other Actions

The remedies hereunder are not exclusive, and the Board may take any action provided at law, in equity, or in the Condominium/Association Instruments to prevent or eliminate violations thereof or of these Rules and Regulations.

III. RULES AND REGULATIONS CONDOMINIUM ASSOCIATIONS

A. Individual Units

Each unit comes under the jurisdiction of a Condominium Association. Monthly assessments are set annually by the Condominium Association Board of Directors. This assessment includes the assessment on the Condominium Association by the Homeowners Association. Assessments are due on the first day of each month and will be considered late on the 11th. A late fee of \$25 dollars will be assessed to your account. Please be aware that arrangements can be made for automatic debit payment of assessments.

1. **Description**

- a. **Two- and Three-story Walk-up Buildings**
Two-and Three-Story Walk-ups are Units which share vertical partitions with other Units and have individual entrances.
- b. **Common Entrance Areas**
Common entrances areas are those areas Units share for egress and ingress to their Units, including foyers and stairwells.
 - (1.) Owners of afore named Units wishing to decorate their lobby, common entrance areas or interior access doors must receive permission from the Condominium Board of Directors.
 - (2.) Personal items such as boots, shoes, boxes, and bicycles, etc. shall not be stored in the lobby, common entrance areas, or rear stairwells. Owners of afore named Units wishing to store items that serve a personal need in said locations must submit a request, describing the item and its purpose, for the Condominium Board of Directors approval.

2. **Maintenance of Units**

- a. Each Unit Owner shall be responsible for repair, maintenance and appearance of the patios, decks and balconies. A Unit Owner shall not paint or otherwise decorate, adorn or change the appearance of the structure of any balcony, deck or patio without prior written consent of the Condominium Board of Directors and individual Condominium Associations.
- b. Each Unit Owner shall furnish, and be responsible for all maintenance, repairs and replacements within his own Unit, and of all windows, doors and skylights of his own Unit. Each Unit Owner shall also furnish and be responsible for the maintenance, repair and replacement of all internal installations of the Unit such as refrigerators, ranges and other kitchen appliances, lighting fixtures and other electrical fixtures and appliances, heating, plumbing and air conditioning fixtures and installations which may be located outside of the Unit but only serving that Unit.
- c. **Exterior Lighting and Decorations**
 - (1.) All exterior lighting is permanent and may not be altered by Residents.
 - (2.) Holiday lights and exterior decorations will only be allowed from December 1st to January 31st.

Decorations for other holidays, when appropriate, will be allowed one week before and one week after the holiday.

- (3.) No signs for any purpose are permitted on any building, vehicle, in Common Elements, or on Common Property except for signs placed by FLHOA or Condominium Associations.

d. **Window Washing**

All window washing is the responsibility of the individual Resident.

e. **Refuse Collection**

- (1.) Refuse Collection – Company under contract to be determined by individual Association's Board of Directors.
- (2.) Items which do not fit in the waste receptacles will not be picked up by the refuse collection company. Owners who require large items removed must make arrangements for a special pickup.
- (3.) Hazardous products such as paint, insecticides, solvents, and automotive products such as tires, batteries, motor oil, and antifreeze shall not be disposed of in the waste receptacles. These items can only be disposed of at hazardous waste collection sites.
- (4.) Ashes from fireplaces must be completely cooled before disposing of in the waste receptacles. Unit owners will be responsible for any fire damage resulting from improper disposal of ashes.
- (5.) Debris including smoking materials and byproducts such as ashes, butts, wrappers, packaging, etc., may only be disposed of in waste receptacles located within the unit or those provided by the Association. Such materials may neither be disposed of into common elements nor swept or displaced outward from patios or balconies.
- (6.) In-unit sink garbage disposals should be used for light duty-type disposal. Grease or other materials which may congeal or create a clog within the waste plumbing system should not be placed into any in-unit waste disposal device or receptacle
- (7.) Toilets should not be used to dispose of material which do not readily dissolve, i.e., paper towels, feminine hygiene products, wipes, dental floss or condoms.

f. **Use and Occupancy Restrictions**

- (1.) Each Unit shall be used as a residence for a single family and for no other purpose by the Unit Owner and his/her family, or by a person or single family to whom the Unit Owner shall have leased his/her Unit.
- (2.) The Common Elements shall be used only for access, ingress and egress to and from the respective Units by the respective families residing therein and their respective guests, household help and other authorized visitors, and for such other purposes which are incidental to the residential use of the respective Units.
- (3.) No unlawful, immoral, obnoxious or offensive activities shall be carried on in any Unit or elsewhere on the property, nor shall anything be done therein or thereon which shall constitute a nuisance, or which shall be, in the judgment of the Board, a cause of unreasonable noise or disturbance to others.
- (4.) The noise ordinance shall be in effect but not limited to Weekdays 9:00 p.m. to 8:00 a.m.; Friday, Saturday, Sunday 10:00 p.m. to 8:00 a.m.
- (5.) The International Fire Code 2003 (Sec. 308.3.1) adopted by the Village of Lisle prohibits the use of open-flame devices, i.e., charcoal and gas grills, tiki torches, fire pits, on balconies, patios and within ten feet (10') of the buildings. This requirement supersedes any condo/rental insurance policy.
- (6.) Hard surface floor coverings may not be installed in a unit, except bath and powder rooms, without prior written approval of the board of directors.
 - (a) A sound absorbent underlayment with an Impact Sound Transmission (Impact Insulation Class) rating of between 72 and 73 and a Sound Transmission Loss (STC) rating between 66 and 67 must be installed prior to the hard surface floor covering.
 - (b) A completed Modification Request showing the type of flooring and underlayment to be installed, including the underlayment product specifications confirming it meets the requirements of paragraph (a) above, must be submitted to the Association for review and approval prior to installation of the floor

covering. The submission must also include a Hard Surface Flooring Rider executed by the applicant.

(7.) Temperatures within Units

1. Each Unit Owner shall be responsible for maintaining his or her Unit at a temperature within the following range at all times: a minimum temperature of sixty-five degrees (65°) Fahrenheit and a maximum temperature of seventy-eight degrees (78°) Fahrenheit. Any Unit that falls below a temperature of sixty-five degrees (65°) Fahrenheit or rises to a temperature above seventy-eight degrees (78°) Fahrenheit shall be considered to be a violation of these Rules and Regulations and shall be considered to be a Unit that is not properly maintained by its Unit Owner.

2. The Board and the Association's agents, including but not limited to the management company, have the right to inspect Units for compliance with the Unit temperature requirements as set forth in this Section. Such right includes, but is not necessarily limited to, the right to access Units from time to time to conduct inspections of Units to verify compliance with this Section.

3. Any Unit Owner's Unit that is determined to be in violation of this Section shall be subject to all available remedies available to the Association to correct such violation as provided in the Declaration, By-Laws, these Rules and Regulations and as otherwise provided at law or in equity. Any and all costs incurred by the Association in investigating and/or correcting a violation of this Section, including but not limited to any attorneys' fees, court costs and locksmith fees for gaining entry into a Unit when voluntary access is not provided by the Unit Owner shall be charged back to the Unit Owner and become a lien on such Unit Owner's Unit and the personal obligation of such Unit Owner in the same manner as unpaid assessments as provided in the Declaration."

g. **Pets and Wildlife**

- (1.) No animals (other than dogs, cats, fish, birds or other animals determined by the Board to be household pets) shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purpose.
- (2.) All pets must have a valid registration with DuPage County.
- (3.) At all times pets shall be kept under control on a leash and shall not be a nuisance to other Residents. There is a leash law in DuPage County.
- (4.) Pets shall not be allowed to run loose in the Common Elements or in the Common Property. They shall be leashed when walked to protect the landscaping and privacy. Pets shall not be tied up and left unattended outside any unit.
- (5.) Pet owners have the responsibility for picking up immediately after their pets in all areas and in all seasons.
- (6.) Residents who have received a warning letter involving a pet and who continue to disregard the Rules and Regulations are subject to a fine. Three violations will require an appearance before the appropriate Condominium Board of Directors to show cause why the pet should not be removed.
- (7.) A Unit Owner is responsible for the actions of pets of anyone residing in or visiting his Unit, and the costs or repairing any damage caused by a pet shall be charged to the Unit Owner responsible as a part of his share of the Common Expense.
- (8.) Trapping, poisoning, and unlawful injuring of any wildlife is prohibited.

h. **Sump Pumps**

Sump pumps are installed to discharge water from lower levels onto the ground outside the building to prevent or reduce damage to property within the building. Discharges from other equipment are to be connected to the sanitary sewer system and not to the sump pump. Sump pump failures should be reported to the Management Office.

i. **Satellite Dishes**

Satellite dishes are allowed if they follow the rules of the F.C.C. Satellite dishes may not be situated or installed on any common area, including siding, roofs, fences, perimeter walls, and chimneys.

B. Parking Areas

1. Driveways and Parking Areas shall not be used for vehicle repairs. Only minor repairs or maintenance, i.e., battery, tire, interior cleaning, may be performed in parking spaces. Exterior cleaning may be performed only in an area where other vehicles will not be affected. All other repairs and maintenance must be performed off-site.
2. Please respect your neighbor's rights and do not block the driveway in front of a neighbor's parking space for even short periods of time.

C. Vehicles

1. **Motor Vehicle Regulations**

- a. All motor-driven vehicles in use on Four Lakes Village's streets shall be properly licensed and driven by licensed drivers.
- c. All vehicles (including bicycles) must observe all speed and traffic regulations.
- d. Vehicles with abnormally loud exhaust systems, such as motorcycles, shall be driven in such a manner as to not disturb others.
- e. All motor-driven vehicles must be of a size which will fit into the resident's parking space and, except for passenger automobiles, SUV's and minivans, may be kept there. All must be licensed as a passenger vehicle.
- f. No recreation and commercial vehicles, trailers, campers, boats, and trucks of any kind shall be parked in driveways, on streets or Common Elements at any time. Recreational vehicles shall be defined as any vehicle bearing a valid recreational license plate. Vehicles with passenger license plates, but too large to fit into

the Resident's parking space are also defined as recreational vehicles. The sole exception shall be commercial vehicles temporarily parked by trade's people serving residential needs as determined by the Management Office. All offending vehicles or boats will be ticketed.

- g. Permitted Vehicles: Non-commercial automobiles and vans with standard suspensions and configurations of a size which fits the Unit Owner's parking space and licensed as a passenger vehicle.
- h. Non-Permitted Vehicles: All vehicles other than those defined above as Permitted Vehicles.
- i. Minibikes, trail bikes, snowmobiles and other non-licensed motorized vehicles are not to be driven, parked or stored within Four Lakes Village. Bicycles are to be ridden on the roads and nature paths, not on the grass.
- j. Abandoned Vehicles: Any vehicle which is wrecked, burned, partially dismantled or in a state of disrepair rendering it incapable of being driven in its present condition will be ticketed. Any vehicle which is parked in Guest parking or in Common Area parking which has not been used or moved for at least three consecutive days will also be ticketed unless approved in advance by the Management Office.
- k. Commercial Vehicles: Any vehicle whose primary purpose shall be the transportation of cargo rather than people. Additionally, any vehicle having attached thereto devices designed for the transportation of equipment such as ladder racks, tool boxes, plastic pipes etc.. Any vehicle displaying a " B " license plate. Any vehicle, other than a temporary "loaner" vehicle displaying commercial lettering. Any vehicle whose open cargo bed actually holds cargo. Any vehicle in excess of 20 feet in length.

2. **Parking**

- a. Unless otherwise specifically stated, in writing, at the time of original purchase of a Unit, all parking spaces are part of the common elements and assignment of parking spaces, if any, is made by the individual Condominium Board of Directors.
- b. Parking is allowed in designated spots only.
- c. To accommodate guests, where the spaces provided are not adequate, street parking is not permitted.
- d. Any vehicle which is parked in Guest parking or in Common Area parking which has not been used or moved for at least three consecutive days will also be ticketed and/or towed unless approved in advance by the Management Office.

- e. Everyone is expected to observe posted "No Parking" signs.
- f. Overnight parking is not allowed on streets except where signage permits. Guests arriving in trucks or cars may park at the Lodge, if space is available, and if it is approved by the Management Office, for a time no longer than 48 hours, including two nights, in any 30 consecutive day period, after which time they must be removed from Four Lakes Village.
- g. Guests are not allowed to live in Recreational vehicles while on the premises.
- h. There will be no parking on the grass.

D. Common Elements

Common Elements include the land, outside walks and driveways, landscaping, parking areas, roof pipes, water and sewer ducts, electrical wiring and conduits, public utility lines and other utility installations to the outlets, floors, ceilings and perimeter walls.

1. Landscaping and Buildings

- a. **Landscaping**
All landscaping within each individual Condominium is part of the common elements. The maintenance of the landscaping is under the direction of each individual Condo Association and Master HOA Board.
- b. **Buildings**
The exteriors of all buildings within each Condominium are included in the common elements. The maintenance of the buildings within Condominiums is under the direction of the Condominium Board of Directors carried out by the Maintenance Department and maintenance contractors.

2. Landscape and Building Maintenance

- a. Residents shall not give instructions to any maintenance employees.
- b. Maintenance of Residents' plantings which were approved by the Condominium Board through a variance application, including plantings within their fenced-in areas, will be the responsibility of the Resident.
- c. Furniture, umbrellas, patio furnishings or plant materials shall not obstruct the view of or be detrimental or dangerous to other Residents.

- d. Personal property, i.e., boxes, bicycles, etc. shall not be stored on Common Elements. This is considered a fire code violation and will be subject to a fine.
- e. Patios and balconies are considered private and will not be part of landscape maintenance. These are Limited Common Elements or Exclusive Use areas. According to the Condominium Declaration, residents are responsible for the maintenance of balconies and, patios.
- f. Homeowners may not install any type or color of awnings and storm and/or screen doors unless approved by individual association.
- g. Clothing, sheets, or other such articles may not be hung, displayed or stored in such a way that they are visible from the outside of a unit. Window adornments are limited to blinds and/or draperies. Outfacing surface colors must be neutral and light in color. Window tinting is prohibited.
- h. Electronic "bug zappers" may not be operated after 10:00 PM.

4. **Changes to Buildings or Grounds**

- a. No expansion of any kind may be made to the exterior portions of any building, including but not limited to, roofs, siding, and other Common Elements without the prior written recommendation of FLVHOA and the unanimous written approval of 100 % of their Condominium Association's Unit owners.
- b. Homeowners wishing to affect changes to buildings, grounds or plant materials must have their proposal reviewed by the FLVHOA by submitting the appropriate completed form available at the Management Company's Office. After the recommendation has been made, the Master Condominium Board of Directors reviews the proposal and makes the final decision. Their decision must be obtained before any work can begin. Decks, patios, balconies and other permanent structures in fenced-in courtyards are included in this approval process.
- c. If a Unit Owner makes any changes without these approvals, there may be a fine and it will be required that the area of change be returned to its original condition.
- d. If the Unit Owner restores the unauthorized work to its prior condition within 60-days of discovery of violation or presents evidence to their Condo Board of a signed contract to have such restoration work done by an acceptable contractor, then it is recommended that the Condo Board reduce some or all of the fine, dependent on the extent of residual damage to common elements. If the violation is not corrected or a contract signed for

correction within the 60-day period, additional fines, which may be retroactive to the date of violation, may be imposed for each day that the violation continues until the violation is corrected. All data pertaining to the violation and its remediation shall be placed in the unit owner's file in the Management Office. To the extent permitted by law and/or the governing documents, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy. The unit owner responsible for the violation, whether caused by the owner, owner's tenant or authorized occupant shall pay these expenses.

- e. All plumbing shall meet the requirements of the Illinois Plumbing Code. As a condition of drinking water service, no physical connection shall be permitted between the potable portion of a supply and any other water supply not of equal or better bacteriological and chemical quality. There shall be no arrangement or connection by which an unsafe substance may enter a potable water line.

E. SELLING/LEASING YOUR UNIT

1. Refer to the Four Lakes Condominium Homes Condo D Declaration.
2. In accordance with Illinois law, the Association may prohibit a tenant from occupying a unit until the lessor/owner complies with the requirements prescribed by the Declaration, By-Laws and Rules and Regulations. Any costs incurred by the Association in exercising its rights under the law will be charged to the owner.
3. Prior to occupancy of a unit by a tenant, but in no instance, later than ten (10) days after execution of the lease, the unit owner leasing the unit must deliver to the management company a complete copy of the original signed lease, including the original signed Rider to Lease and a census card, which can be obtained from the Property Manager. Census cards are due January 31st of each year and whenever a change occurs during the year. Unit owner will be assessed a \$150 fine per month or late submission of or incomplete/incorrect census card.
4. All move-ins and outs require 48-hour notice to the Management Company. All move-ins require payment of a non-refundable \$250.00 moving fee prior to commencement of the move. Failure to properly schedule a move or to remit a moving fee may result in a minimum fine of \$250.00 per occurrence in addition to the moving fee.
5. The unit owner is responsible for providing the proposed lessee(s)/buyer(s) with a copy of the current recorded Four Lakes Condominium Homes Condo D Declaration, including amendments, if any, and a copy of the current Rules and Regulations.
6. All leases shall be for a minimum of (1) year (maximum of 2 years).

7. The Lease Rider shall be added to the lease and shall be signed by all parties executing the lease.
8. The names of all renters must appear on the lease.
9. Subleases are not permitted.
10. No portion of the unit less than the entire unit may be leased.
11. Any replacement or new tenant to be added to an existing lease must follow all procedures applying to a new lease.
12. Lease Renewals: The unit owner must deliver to the management company a copy of the original signed lease and a copy of the original signed Lease Rider no later than ten (10) days after the execution of the lease renewal.
13. Owners leasing to family members are required to submit the Lease Rider to the management office, along with a completed Census Card within ten (10) days of each move-in.
14. Failure to comply with any of the rules for leasing a unit may result in a minimum \$100.00 fine to the owner. The minimum \$100.00 fine will be in addition to any cost, including legal fees, which may be incurred as a result of action taken by the Association to prohibit a tenant from occupying a unit.
15. 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 Unit Owner and/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.
16. All expenses of the Board in connection with any violations under these rules, shall be assessed to the account of the Unit Owner responsible as a common expense.

F. OCCUPANCY INFORMATION

Unit owners are required to submit a Census Form annually to the Management Company. These Resident information Forms are due each year by January 31st, even if no information has changed. Copies of this form are available on the Association's website or by contacting the Management Company. In the event that any information changes throughout the year, it is the Unit Owner's responsibility to submit an updated Census Form. Failure to provide or maintain an updated Resident Information Form will result in a fine of \$150.00 each month until the Census Form is received by the Management Company.

G. Electronic Voting and Proxies

1. PREAMBLE

WHEREAS, the meeting of the Board of Directors ("Board") of Four Lakes Condominium Homes Condominium Association D (the "Association") was duly called and held pursuant to the Illinois General Not-For-Profit Corporation Act of 1986, the Illinois Condominium Property Act ("Act"), and the Association's Declaration, and proper notice having been provided to the members as required by Section 18.4(h) and 18(b) of the Act, a quorum of the Board being present at the meeting as identified below, and the meeting being properly convened and proceeding with Association business including resolutions and amendments and specifically the resolution set forth herein; and

WHEREAS, the Association is administered by a duly elected Board in accordance with a certain Declaration of Condominium Ownership and of Easements, Restrictions, Covenants and By-Laws for Four Lakes Condominium Homes Condominium Association D ("Declaration"); and

WHEREAS, 765 ILCS 605/18.8 (Use of technology) of the Illinois Condominium Property Act, as amended, permits that any notice required to be sent or received or signature, vote, consent, or approval required to be obtained under any condominium instrument or any provision of the act may be accomplished using technology generally available at that time; and

WHEREAS, the Association's Declaration is silent on the subject of electronic voting and electronic proxies; and

WHEREAS, Article 5, Section 5.7(g)(viii) of the Association's Declaration provides that the Board shall have the authority to adopt rules and regulations; and

WHEREAS, pursuant to Section 18.4(h) of the Act and Article 5, Section 5.7(g)(viii) of the Declaration, the Board has the power to and authority to adopt rules and regulations; and

WHEREAS, 765 ILCS 605/18 (b)(9)(B-5) of the Illinois Condominium Property Act, as amended, permits the Board of Directors by rule to conduct elections using electronic means or acceptable technology; and

WHEREAS, the Board of Directors has determined it to be in the best interests of the Association to permit and regulate (i) the use of electronic voting for any vote to be taken by Association Members upon a stated proposal or for the election of directors, and (ii) the elimination of the use of proxies in elections where electronic voting is being used.

NOW THEREFORE, in furtherance of the above stated determinations, objectives and goals, the Board, by resolution and on behalf of the Association, does hereby adopt the following Resolution as follows:

2. DEFINITIONS

- a. "Electronic Transmission" means any form of communication not directly involving the physical transmission of paper that creates a record that may be retained, retrieved, and reviewed by a recipient through an automated process.
- b. "Acceptable Technological Means" includes, without, limitation, Electronic Transmission over the Internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

- c. "Electronic Signature" means an electronic sound, symbol, or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record.
- d. "Electronic Agent" means a computer program or an electronic or other automated means used independently to initiate an action or respond to electronic records or performance in whole or in part, without review or action by an individual.
- e. "Electronic Record" means a record created, generated, sent, communicated, received, or stored by electronic means.
- f. "Information Processing System" means an electronic system for creating, generating, sending, receiving, storing, displaying, or processing information which includes the Internet or the community or other network, whether by direct connection, intranet, telecopier, or electronic mail.
- g. "Security Procedure" means a procedure employed for the purpose of verifying that an Electronic Signature, record, or performance is that of a specific person or for detecting changes or errors in the information in an Electronic Record. The term includes a procedure that requires the use of algorithms or other codes, identifying words or numbers, encryption, or callback or other acknowledgment procedures.

3. AUTHORITY TO ACCEPT VOTES BY ELECTRONIC TRANSMISSION

- a. 765 ILCS 605/18.8(b) of the Act provides that "[t]he association, unit owners, and other persons entitled to occupy a unit may perform any obligation or exercise any right under any condominium instrument or any provision of this Act by use of acceptable technological means."
- b. 765 ILCS 605/18.8(d) of the Act provides that "[v]oting on, consent to, and approval of any matter under any condominium instrument or any provision of this Act may be accomplished by any acceptable technological means, provided that a record is created as evidence thereof and maintained as long as the record would be required to be maintained in nonelectronic form."
- c. 765 ILCS 605/18.8(c) of the Act provides that a verifiable Electronic Signature satisfies any requirement for a signature under any condominium instrument or any provision of this Act.
- d. If any person does not provide written authorization to conduct business using Acceptable Technological Means, the Association shall, at its expense, conduct business with the person without the use of Acceptable Technological Means.

4. ELECTION OF DIRECTORS BY THE MEMBERS

- a. Directors will be elected by the Members at each Annual Meeting of the Members.
- b. Any Member who desires to run for the Board of Directors shall submit notice of his or her candidacy for election as a Director of the Association to the Secretary or Election Chair (if any) of the Association. Included with the submission for candidacy, the Member can submit a biographical statement and position statement. Any such statement timely submitted shall be included with Notice of the Annual Meeting and information regarding candidates for the Board of Directors.

- c. All elections to the Board shall be conducted using electronic voting as described below.
- d. Proxy votes, proxies and mail-in secret ballots, for the purpose of election of Board of Directors, are prohibited.
- e. The Board of Directors shall be authorized to employ the mechanics of electronic voting described in Article IV of this resolution to ensure that the vote cast by the Members for an individual candidate are secret.

5. PROCEDURE FOR SUBMITTING VOTES BY ELECTRONIC TRANSMISSION ON ALL ASSOCIATION MATTERS

- a. Electronic submission of votes shall only be permitted for, and this Article IV, shall only be applicable to, votes to be taken of the Association Members upon a stated proposal (including but not limited to passage of amendments to the governing documents) or for the election of directors. Electronic voting shall not be permitted and this Article IV shall not be applicable to any other vote of the Association.
- b. Instructions regarding the use of electronic means or Acceptable Technological Means for voting shall be distributed to all Members not less than 10 and not more than 30 days before the annual or election meeting. For any election the instruction notice must include the names of all candidates who have given the Board or its authorized agent timely written notice of their candidacy.
- c. Additionally, instruction notice must give the Member voting through electronic or Acceptable Technological Means the opportunity to cast votes for candidates whose names do not appear on the ballot.
- d. The Board of Directors shall have the authority to select and contract with an electronic voting company which employs an Electronic Agent and Information Processing System to administer any issue to be voted on electronically. In the event an electronic voting company is selected and utilized, the Association Members shall utilize such system and the procedures established by the selected electronic voting company, if any, shall control over those set forth below.
- e. In the event the Association is considering any proposal, including but not limited to an amendment to the governing documents, instructions shall provide the stated proposal in question, grant all Association Members and permit the Association Members to cast a vote either in support or against such a proposal. Voting must remain open for not less than five (5) days from the date the Notice of such proposal is sent; provided, however, in the case of a removal of one or more directors, a merger, consolidation, dissolution or sale, lease or exchange of all of the Association assets, the voting must remain open for not less than twenty (20) days from the date the Notice proposal is sent.
- f. In the event that the Board of Directors decides not to utilize the services of an electronic voting company, the Board of Directors may accept Member votes sent by Electronic Transmission when such transmission contains information that will allow an objective determination that the Member authorized the transmission. Such transmission may be by facsimile ("fax") or electronic mail. It may also be made by sending information electronically to an Electronic Agent or secure, reliable Information Processing System authorized by the Board of Directors to accept such information.
- g. Before a Member may send their vote by Electronic Transmission, the Member shall provide the Board of Directors or management with the following information:
 - (1) The type of Electronic Transmission or Information Processing System to be

used (i.e., a fax, electronic mail, etc.). The Member may specify more than one medium.

- (2) For each medium specified, the Member shall include:
 - (a) The Electronic Signature that they will affix to the vote.
 - (b) The Security Procedure to be included in the Electronic Transmission.

Collectively, these features form the basis upon which the Board may determine whether the Member authorized the transmission. The Board may reject the Electronic Transmission if any one of the above features is unclear provided that the Board shall specify the information upon which it relied in determining the vote invalid.

- h. The instructions provided to the Member shall state that a Member who submits a vote using electronic or Acceptable Technological Means may request and cast a ballot in person at the election meeting, and thereby void any vote previously submitted by that Member.

6. GENERAL

- a. The terms used herein, if not otherwise defined, shall have the same meaning described to them in the Declaration.
- b. The language of this Resolution shall govern any conflicts between this document and prior Rules and Regulations.
- c. Except as to the extent expressly set forth herein above, and as amended, the Declaration and Rules and Regulations shall continue in full force and effect without change.
- d. The Resolution and the procedures and remedies authorized herein shall be effective when and after the Association has mailed or delivered notice of this Resolution to all Unit Owners, and shall remain in effect until revoked by resolution by the Board.

May 31, 2011

All Association Members
Four Lakes Condominium Homes Condo D

Subject: Revised Rules for Running Cable

Dear Association Member:

Please be advised that the Board of Directors has approved the following revised rules for any cable installation done on the property.

1. All new installations must be made within the unit with no wiring run along the exterior of the building.
2. Any wiring installed on the exterior of the building will be removed by the Association, and the cost will be invoiced back to the unit owner.
3. Any cable installed before April 1, 2011 will be grandfathered under this revision.

Fines, as stated in the Rules and Regulations of the Association, are as follows:

Level B: Major infraction of stated rules; i.e., Property Damage to Common Area, Escalated Noise Disturbances, and Personal Injury Caused by Homeowner, Guest or Pet:

First Violation	\$100.00
Second Violation	\$250.00
Third Violation:	\$500.00

Albres Maintenance has experience with this type of cable routing and can provide a quote for the necessary work. Owners may contract with a vendor of their choosing for the completion of this work.

Thank you for your cooperation in this matter.

Very truly yours,

BOARD OF DIRECTORS
FOUR LAKES CONDOMINIUM HOMES CONDO D ASSOCIATION