

# SUSSEX SQUARE

CONDOMINIUM ASSOCIATION'S

## RULES AND REGULATIONS

March 10, 2026

# TABLE OF CONTENTS

<b><u>CHAPTER</u></b>	<b><u>PAGE</u></b>
1. INTRODUCTION	1
2. OBJECTIVE	1
3. MANAGEMENT	1
4. DEFINITIONS:	1-2
5. POLICES AND PROCEDURES REGARDING FINES	3-4
6. ASSESSMENTS AND COLLECTION RESOLUTION	5
7. GENERAL RULES	6-9
8. BUILDING	10-11
9. GARAGE AND DRIVES	12
10. COMMON AREAS	12
11. LANDSCAPING	12-13
12. HOME DECORATIONS	13
13. FIREWOOD	13
14. PETS	14
15. VEHICLE REGULATIONS	14-15
16. BOARD OF DIRECTORS	15
17. LEASES, TENANTS, NON-RESIDENT, AND RESIDENT OWNERS AND RENTAL RESTRICTIONS	16
• Exhibit A CENSUS FORM	17-18
• Exhibit B RIDER TO LEASE	19
18. ADDENDUM	
• Day to Day Affairs and Emergency Resolution	20

# INTRODUCTION

Restrictions and covenants contained in the Declaration are incorporated as part of the Rules and Regulations. This booklet may not include Rules and Regulations for all circumstances applicable to Sussex Square Condominium Association and its Unit Owners. If the Declaration or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration and the Rules and Regulations.

These Rules and Regulations are binding on all Unit Owners, Residents, their families, and guests. The Unit Owner will be held responsible for the action of his or her residents, families and/or guests. Exceptions to the Rules and Regulations must be approved in writing by the Board following a written request for a variance by the Unit owner.

Section heading in these Rules and Regulations are inserted for the convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of these Rules and Regulations.

## OBJECTIVE

The Sussex Square Condominium Association Rules and Regulations have been developed to reflect the concepts of attached home living by providing a level of consistency in the character and appearance of the property, and to ensure the safety and peaceful coexistence of the Unit Owners and Residents. This document is subject to periodic review for updating, revising or changing of any Rules and Regulations as may be deemed appropriate to maintain the integrity and applicability of the document.

## MANAGEMENT

Representatives of Management may be contacted by phoning:

847-459-1222 (Foster Premier)

## DEFINITIONS

In the event a term is used in the Rules and Regulations that is not defined anywhere herein, its definition shall be decided by referring, in the order, to its definition as used either in the Declaration, or 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, where it is found first.

- A. **Declaration** — The Sussex Square Condominium Association Declaration of Covenants, Conditions and Restrictions.
- B. **Property** — All real property against which the Declaration has been recorded including any improvements therein.
- C. **Association** — Sussex Square Condominium Association, an Illinois Not for Profit Corporation, its successors and assignees.
- D. **Board** — The Board of Directors of the Association.
- E. **Rules and Regulations** — The Sussex Square Condominium Association Rules and Regulations as adopted pursuant to the powers available to the Association and the Board.

- F. **Common Area** – areas other than the unit owner’s private property.
- G. **Owner or Unit Owner** — The owner or owners of a Unit, as revealed by the public records, unless expressly provided otherwise by the Declaration. Where the owner is a trust, the beneficial owner of the trust and any person having the exclusive power of direction over the trust shall be deemed to have personal responsibility for the Unit to the same extent as if title to the property were held in the name of such person or persons.
- H. **Member or Members of the Association** — A Unit Owner.
- I. **Resident** — Any person or persons who reside(s) in a Unit.
- J. **Common Expense or Assessment** — Any amount that the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments that are levied pursuant to the Declaration and/or Rules and Regulations.
- K. **Managing Agent or Manager** — The person or entity employed by the Association to manage the day to day administration of the Property in the manner directed by the Board.
- L. **Permitted Vehicles** — Passenger type automobiles. Motorcycles and motorbikes registered and licensed to be ridden on public roads and/or highways. Campers which have a “B”, “RV” or other passenger license plate shall have no more than four (4) wheels, have a curb weight of less than eight thousand pounds (8,000 lbs.) and shall be less than twenty feet (20 ft.) long and seven feet (7 ft.) in width. Sport utility vehicles and mini-vans are permitted.
- M. **Non-Permitted Vehicles** – All vehicles other than those defined above as Permitted Vehicles, or any other vehicles without valid state license plates and appropriate municipal vehicle stickers, or commercial vans having commercial advertising on the body thereof, hearses, limousines, recreational vehicles.
- N. **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.
- O. **Abandoned Vehicles** — Any vehicle in a state of disrepair rendering incapable of being driven in it’s present condition; or which has not been used or moved for fifteen (15) consecutive days; or does not have a current valid vehicle license plate and municipal sticker; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate that it is abandoned.

## **POLICES AND PROCEDURES REGARDING FINES (Adopted 11/8/2022)**

- A. Any person charged with a violation of the Rules is entitled to an opportunity for a hearing. If the owner desires a hearing, the Owner must proceed as follows:
- a. Within ten (10) days after the Notice of Violation has been served on the Owner, the Owner has the opportunity to request a hearing by sending written notice to the Association's Managing Agent.
  - b. If a request for a hearing is timely filed, a hearing on the complaint shall be held before the Board of Directors. The hearing shall be conducted no later than thirty (30) days after the receipt of the Request for Hearing. The Board may reschedule the hearing to accommodate the scheduling needs of its members.
  - c. At any such hearing, the Board shall hear and consider arguments, evidence, or statements regarding the alleged violation. Any party to the hearing has the right to be accompanied and advised by counsel; however, such counsel shall not present evidence, or examine or cross examine witnesses. Following a hearing, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be final and binding on the Owner and the Association.
  - d. Notification of the Board's determination shall be made to the Owner.
- B. If no Request for a Hearing is filed within ten (10) days, hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed at a meeting of the Board. The Owner shall be notified by the Association of any such determination.
- C. If a Unit Owner is found to have violated personally or is the otherwise liable for a violation of any provisions of the Association's Instruments and/or Rules, the following fines shall be assessed:

### Fines:

1<sup>st</sup> violation/warning – 14 days to cure

2<sup>nd</sup> violation - \$100 – 14 days to cure

3<sup>rd</sup> violation - \$150 – 14 days to cure

4<sup>th</sup> violation - \$200 – 14 days to cure

Turn over violation to the attorney

- D. If found to be guilty of a first violation of a given provision of the Rules, the Owner shall be notified of the finding by the Board 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. If the violation is egregious in nature, the Board may elect to assess a fine
- E. If found guilty of second or continuing violation of the same provision of the Rules, the Owner shall be notified of the finding by the Board or its duly authorized agents. The Owner shall also be assessed a fine as set forth herein. If the Board of determines, in its sole discretion, that a violation is particularly egregious, the Board may double or triple the amount of the fine. A FINE FOR A VIOLATION OF CONTINUING NATURE WILL BE IMPOSED FROM THE FIRST DAY OF THE VIOLATION AND WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.
- F. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to pay for any damage or any unauthorized condition on the Property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Association, or to pay any legal expenses and costs incurred by the Association as a result of the violation, Any damage to the Common Areas which has been repaired by the Owner 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 Owner as part of his/her share of the Common Areas.
- G. An Owner shall be responsible for fines levied against its tenant or occupant. Any Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make

the payment on time shall subject the Owner to all the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Owner's account and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Owner's account.

- H. Time is of the essence of this policy. Notices are deemed served either:
  - a. At the time of delivery if by personal delivery; or
  - b. On the second business day after deposit in the United States Mail, provided that the notice has been sent both by regular first class or by certified mail – return receipt requested, postage prepaid, to the Owner at their address (or to such other address as the Owner shall have previously filed with the Board), and to the Resident at the address if applicable, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For homes 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 Association by the trustee or the beneficial owner of the trust.
- I. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity or in the Association Instruments to prevent or eliminate violations thereof or of these Rules.

# ASSESSMENTS AND COLLECTION RESOLUTION

*Late Fee Policy – Adopted January 24, 2023*

- A. All monthly assessments and any special assessment or other lawful charges of the Association are due and payable on the first (1<sup>st</sup>) day of each month. Payments received after the 1<sup>st</sup> of the month are late. Any payment of the foregoing which is received after the fifteenth (15<sup>th</sup>) day of the month shall receive a late charge. All payments received, (**unless the payment has been designated to be applied to a specific obligation**), will be applied to the payment of the oldest prior outstanding charges in the following priority before being applied to any current charges: a. collection charges including attorney's fees and court costs; b. special assessments; c. prior monthly assessments; d. other charges; and e. late fees, and/or interest.
- B. Any payment of less than the full amount of the monthly assessments which are due in any given month or any payment which is made late shall cause the Unit Owner to be subject to late charge of fifty (\$50.00) dollars for the month which shall be added to and deemed a part of the Unit Owner's Common Expenses and payable by the first of the ensuing month.
- C. Unit Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration, By-Laws, and law. Once legal action has commenced, all legal fees and costs will be assessed to the Unit Owner as required by the Declaration and By-Laws.

# General Rules

## A. Board Meetings Association Records

1. Board meetings are open to all Unit Owners.
2. The date and time of the Board meetings are decided by the Board. Unit Owners will be provided notice of all regular and specially scheduled Board meetings as required by law. The Board will follow a meeting agenda and conduct the meeting according to parliamentary procedure.

## B. Availability of Association Records

1. As required by law, the books and records of the Association are available for the inspection by Unit Owners for any purpose, provided the reasonable notice is provided to the Property Manager
2. Copies of Association documents may be made for Unit Owners at the current copy cost charged by the Property Manager.

## C. Garage Sales

1. Garage Sales are permitted in accordance with Village Ordinances.
2. Garage Sales are to remain in the garage and on the driveway of the unit hosting the garage sale.
3. Garage Sales are not to expand/infringe into the common area including grass, streets, walks or cul-de-sacs.
4. Garage Sales are not to interfere with any outside contractor. Prior to having a garage sale, unit owners shall contact the Property Manager to verify no contractor is scheduled to work on the building the day(s) of garage sale.

## D. Garbage and Trash

1. Per village ordinance 7-4-3, "Placement for Pickup of Garbage: All garbage and rubbish shall be placed at the curb for pickup no sooner than five o'clock (5:00) P.M. on the day preceding the day of pickup and containers shall be removed from said curb by nine o'clock (9:00) P.M. on the day of the regularly schedule pickup. In case of a holiday falling on a regularly scheduled pickup day, this subsection shall apply on the following day".
2. All trash shall be secured so as to not be easily windblown. Plastic grocery bags are not acceptable.
3. Large items (i.e. appliances, etc.) must be called in to garbage service provider for a special pick-up arrangement. Large items may not be placed outside for pickup until the evening prior to the pre-arranged pick-up date and in accordance with the instructions provided by the service provider.

## E. Insurance

1. All Unit Owners are responsible for insuring their Units in accordance with the Declarations and Covenants Conditions and Restrictions.
2. After annual renewal, Unit Owners will be provided with the Association Certificate of Insurance by the Property Manager.

## F. Maintenance Requests

1. All maintenance requests shall be called in or submitted in writing to the Management Company's Customer Service

### **G. Signs and Advertisements**

1. Only real estate "For Sale" and "Open House" signs are permitted. Only one (1) sign permitted per unit for sale.
2. Said signs are only to be displayed in a window. They shall not be placed in any area of the lawn or planting beds or on/in the front door.
3. Advertising signs for business or commercial activities are prohibited.

### **H. Laundry**

1. No Laundry is to be left outside (including balconies, patios, etc.) at any time for any reason. This includes towels, clothes, sheets, etc.

### **I. Out Structures**

1. No tent, temporary building, or structure of any kind shall be set up or used any time as either temporary or permanent storage nor as residence.

### **J. Pools**

1. No pool may be kept, used, or stored on any grassy area. No pool may be kept, used, or stored on any paved path. No pool may be kept, used, or stored on any street or cul-de-sac. Pools must be stored inside the home or garage when not in use.
2. Pools may not be larger than four (4) feet in diameter and may not have the capacity of holding more than six (6) inches of water.
3. Pools must be attended by an adult at all times while there is water in it.
4. Pools must be emptied of all water at night.

### **K. Sales of Units**

1. An inspection must be done by Sussex Square Condominium Association and/or current property management company prior to closing to determine whether there are any existing violations. The seller and the prospective buyer will be advised, in the assessment letter from the management company, of approved variances for which they are responsible and violations that exist and action necessary to correct the violation and/or subject to fines. Prior to closing on the sale of a unit, a Unit Owner is required to obtain a letter from the management company stating the property is in concordance with all Rules and Regulations.

### **L. Fencing**

1. Fences are not allowed on any portion of common area or private property.

### **M. Nuisances**

1. All vehicles must comply with local noise ordinance 5-1-6, including exhaust and music volume "No driver or owner of any motor vehicle within the village shall operate or permit operation of any sound amplification system which can be heard outside the vehicle from seventy-five (75) or more feet".
2. All outdoor activity must comply with the local noise ordinance in respect to volume and time of day.
3. Honking is not permitted as an announcement of presence or in any other situation not associated with alerting to a pending danger.

**N. Smoke Infiltration (adopted 2/2/2022)**

1. Every Owner of a Unit has the obligation to correct any infiltration of smoke from their Unit into another Unit or into the Common Elements. ***Notwithstanding the restriction in the foregoing sentence smoking shall not be undertaken within any garage unless the overhead garage door is fully open.*** Each Unit Owner is responsible for the compliance by all tenants, guests and occupants of a Unit.
2. Any Unit Owner receiving notice of a complaint from the Board, or its managing agent must correct the violation within thirty (30) days of the notice of the violation of the Rules and Regulations. Correction of the violation shall be undertaken by procuring a medical grade smoke and odor purification system that abates the smoke from entering other Units or the Common Elements.
3. To the extent that the violation is based on the failure to comply with the Notice, the Board shall take all action as appropriate under the Rules for enforcing its rules and regulations, with a warning to be provided for a first violation. For a second violation, the Board shall be empowered to impose a fine in its discretion depending on the nature of the violation not to exceed \$250.00 per violation.
4. The Board shall further be empowered to take any measures in its discretion as may be appropriate under the circumstances, including but not limited to:
  - a. Inspection of the area impacted based on the complaint and measuring the level of second-hand smoke in areas complained of by the Unit Owner by a certified expert (at the owner's cost) to determine if the smoke is excessive.
  - b. Requiring that the offending Unit Owner take one or more measures that may include:
    - i. Properly sealing his or her Unit by submitting an ACC to show intended method of sealing. For purposes of this subparagraph, "sealing" shall mean measures to close off gaps within Units through which secondhand smoke travels by approved methodologies, including but not limited to insulating foam, weather stripping and/or silicone caulk;
    - ii. Procuring a medical grade air purifier in a manner satisfactory to the Board;
    - iii. Weather stripping around the front door of the unit/or the threshold;
    - iv. Asking residents who smoke to use smokeless ashtrays or ionizing machines.
  - c. Suggesting that the complaining Unit Owner take certain measures to ameliorate the problem that may include:
    - i. Properly sealing his or her Unit. For purposes of this sub-paragraph, "sealing" shall mean measures to close off gaps within Units through which second hand smoke travels by approved methodologies, including but not limited to insulating foam, weather stripping and/or silicone caulk;
    - ii. Procuring a medical grade air purifier.
    - iii. Weather stripping around the front door of the unit and/or the threshold.
  - d. The Board shall be empowered to seek judicial relief to enforce the provisions of this Rule, including seeking injunctive relief requiring compliance with measures set forth by the Board.
  - e. That the Secretary of the Board send notice of a special meeting to the members not less than ten (10) days, nor more than thirty (30) days, from the date hereof and that the notice of the time, place and purpose of the meeting be set forth in the notice and a copy of this Resolution be included within the notice of the members.

## **O. Unacceptable exterior modifications**

The following is a partial list of unacceptable exterior modifications:

- a. Radio antennas
- b. Window air conditioning units
- c. Basketball hoops or backboards
- d. Skateboard/roller blade ramps, jumps, etc.
- e. Fences
- f. Any permanent or temporary exterior buildings or structures
- g. Playground equipment on the grass
- h. Dog houses
- i. Clotheslines
- j. Window fans

To make any modifications to the exterior and/or property, an Architectural Change Form must be completed for the Board of Directors approval.

## **P. Occupancy**

1. Occupancy of any unit shall follow all Village of Streamwood ordinances
2. All units in Sussex Square shall be used for single family, private residence purposes only.

## **Q. Outdoor Activities**

1. No Skateboarding, rollerblading, etc. in the streets, cul-de-sacs or driveways. Bicycle riding in the streets must be in accordance with the Rules of the Road.
2. Any children playing outside must be supervised by an adult at all times.

# Building

## A. Alterations

1. No permanent alterations of any kind may be made to building exteriors.
2. No alterations may be made to the interior of a Unit that will jeopardize the structural integrity of the building.
3. Satellite dishes and TV antennas will be allowed, to comply with federal law.

Per the Association by-laws, satellite dishes may not be located on siding, soffits, or fascia.

They can, however, be installed on 2<sup>nd</sup> story roofs if the following guidelines are followed (in order to prevent leaks and maintain the warranty status on the roofs).

The satellite dish must be:

- At least 6 feet up from the gutter lines
- 3 feet down from the ridgelines
- 3 feet away from the gable ends and other transition areas
- 3 feet away from any roof penetrating items – vents, heater stacks, etc.
- On an area of the roof not easily seen from the street view
- All satellite components need to be 3 feet out of valleys
- Removed within 30 days of service termination

A Unit Owner wishing to install a satellite dish must complete and submit (to management) an “Architectural improvement/Modification Application” at least seven business days prior to the desired date of installation. Upon Board approval, management will notify the owner.

Failure to comply with any of the above requirements will result in potential fines assessed to the Unit owner’s account and/or corrective action by the association including the removal of the satellite dish and repair of the roof, with all related costs billed back to the Unit Owner.

4. No permanent awning or canopy of any type is permitted.
5. Mail slots or pet doors are not to be installed
6. Storm doors are to be full view and white in color. Self-storing doors that are full view are also acceptable as long as the above conditions are met and the center bar is not more than three inches wide. These are the only doors acceptable to Sussex Square. You must get approval via an Architectural Application before replacing your storm door. (**Policy Amended: March 14<sup>th</sup>, 2023**)
7. Floodlights on units are not allowed.
8. Flagpoles are not allowed. Flags may be displayed from holders attached to the wood trim at least seven (7) feet from the ground and at a forty-five (45) degree angle. The size of any and all flags shall not exceed three (3) feet by five (5) feet. Flags must be kept in good repair. No flag showing signs of fade or wear (i.e. frayed edges, rips, etc.) shall be displayed.

## B. Patios

1. No owner shall erect any wall, screen, trellis, or similar structure around the perimeter of a patio, or against any exterior wall or balcony.
2. Only lawn or garden furniture (i.e., tables, chairs, umbrellas, planters, firewood, etc.), decorative plants and barbeque grills are permitted on patios.
3. Tarps or other winter protection must be of a neutral color.
4. Umbrellas may not show any type of advertisement.
5. No clotheslines are permitted.
6. Patios may not be enclosed with screens or other materials.
7. Patios may be expanded under the following guidelines only.
  - a. Expansion of patio must extend no further than 10 (ten) feet from the building and no wider than twelve (12) feet side to side.
  - b. Expansion must be of temporary nature (i.e. pavers, patio blocks, etc.). No concrete, gravel, or sand base is to be used in installation.
8. Bags of barbeque coals and lighter fluid containers shall not be stored on patios.
9. Porch and patio light fixtures may not be changed.
10. Patios may not be used as a pet run (i.e. dogs, cats, etc.).
11. No charcoal nor wood grilling/burning permitted on or under decks.
- 12. Feeding of Wildlife:** The feeding of wildlife is strictly prohibited. This includes bird feeders. You can, however, have Hummingbird feeders and bird baths. **(Policy amended: 3/14/2023)**

## C. Work Orders/Repair Orders

1. Any Work Order placed by a Unit owner under the belief that such Work Order is a Common Element to be paid by the Association, is payable by the Association unless it is determined by the Vendor (chosen by the Board/Management) that is in fact the Unit Owners responsibility, in which case it is payable by the Unit Owner and will be placed on the Unit Owner's account.
2. The following is a partial list of items that are the Common Elements (refer to the Declaration for a full definition):
  - a. Roof
  - b. Exterior Walls
  - c. Lawn
3. The following is a partial list of Limited Common Elements (refer to the Declaration for a full definition):
  - d. Driveways
  - e. Patios/Decks
  - f. Doors/Windows
4. The following is a partial list of Dwelling Unit Elements (refer to the Declaration for a full definition)
  - g. Interior wall surfaces
  - h. All fixtures (i.e. sinks, tubs, lavatory, etc.)
  - i. Interior wall driveway

## Garages and Drives

- A. It is recommended that garage doors be kept closed so as to present an attractive appearance to the property.
- B. No exterior alterations may be made to the garage doors.
- C. Major car repairs that cause any type of nuisance, fire hazard or annoyance to the neighbors are prohibited. Car repairs/maintenance should be kept small and minor in nature (i.e. oil changes, brake pad replacement, spark plug replacement, tire change, etc.) and remain short in time frame (i.e. should not exceed approximately 1 ½ hours as a standard). At no time may a vehicle be left on jack stands, blocks, etc., unattended. No bodywork or extensive mechanical work to be done. This includes work done inside a garage or outside.
- D. It is the Unit Owners responsibility to remove all oil and grease stains from the driveways. Failure to do so will result in the Association repairing the damage at the Unit Owner's expense.
- E. Nothing shall be stored on drives other than permitted vehicles.
- F. No vehicle, including permitted vehicles, may be parked or stored on the driveway, or guest parking areas with a car cover of any kind.

## Common Areas

- A. Storage of any kind is expressly prohibited in any common area unless the area is expressly designated for such purposes.
- B. No recreation equipment (bicycles, etc.) may be left unattended in the common area.
- C. Any activity in a common area that damages the common area is prohibited.
- D. Playground equipment cannot be left on any common area or lawn unattended.
- E. Permanent trees, shrubs, or plantings may be planted with a variance from the Board of Directors.
- F. Lawn/garden furniture are permitted on the common area from April 1 through November 1. All items on the lawn must be moved for lawn maintenance.
- G. All walks are to remain free and clear of any obstruction, including planters, furniture, etc.
- H. Feeding of Wildlife: The feeding of wildlife is strictly prohibited. This includes bird feeders. You can, however, have Hummingbird feeders and bird baths. **(Policy amended: 3/14/2023)**

## Landscaping

- A. Flowerbeds planted by a Unit owner shall be maintained on a regular basis.
  - 1. All dead plant material from annuals must be removed and properly disposed of by October 31<sup>st</sup> of each year.
  - 2. Any edging/border material used may not raise the elevation of any planting area.
  - 3. Enlargement of existing beds or the addition of new beds requires prior written approval from the Board.
  - 4. Neither plantings nor anything else may interfere with the landscaping contractor's duties.
- B. Vegetable and/or fruit plants are not permitted except when decoratively planted in containers on patios or intermixed in planting beds.

- C. Unit Owners requests to install permanent plantings must be submitted on a variance request form to the Board with the following:
  - 1. Plant name(s) and quantity desired.
  - 2. Drawing showing where plants will be installed.

No Variance request will be reviewed without the above information.

- D. Plantings must not interfere with equipment used to maintain grass and common areas or change the grading of the property.
- E. Landscape property damaged, whether Association plants or Unit Owner plants, by Resident abuse and neglect, including failure to water, shall be replaced at Unit Owner expense.
- F. No Association Landscaping may be removed by Resident without prior written variance approval from the Board.
- G. It shall be the responsibility of the Unit Owner to locate and avoid interference with underground utilities when landscaping. The costs of repair will be the responsibility of the Unit Owner.
- H. Garden Hoses shall be coiled neatly following use and should not be visible on the front of any building.
- I. No vines nor climbing plants should touch the building.
- J. The landscaper is authorized not to mow lawns on which lawn furniture, play equipment or excrement is present.

## Home Decorations

- A. Exterior: Garden decorations should not be placed on the lawn.
- B. Interior: No Newspapers, papers, sheets of any kind or temporary window coverings may be used to cover the windows of any Unit at any time.
- C. Seasonal
  - 1. Seasonal/Holiday decorations shall not be installed more than 30 days prior to and removed no later than 14 days after the date of Holiday. Except for Christmas, if the snow is consistently more than 6 inches for the entire 14-day time frame after the date of the Holiday, the removal time frame will be extended to 30 days after the date of the Holiday.
  - 2. The Unit Owner is responsible for the cost of repairing damage caused by the decorations.
  - 3. Decorations that are deemed to be a safety or health hazard by either the Board or the Management Company are not permitted.
  - 4. Seasonal decorations will be allowed in the common area subject to the discretion of the Board.

## Firewood

- A. Storage of firewood shall not cause an unsightly appearance.
- B. Firewood is not to be stored on lawns or touching outside walls.
- C. It may be stored on a rack on the patio.

## **Pets**

- A. At no time shall any one Unit Owner own more than two (2) pets.
- B. All pets must be registered with the Village and have current tags. Tags must be always worn by pets when pet is outside.
- C. Pets must not be left unattended or leashed to common area or property in common area (including deck posts, trees, etc.)
- D. All pets (including dogs and cats) must be on a controlled leash when outside.
- E. Pet owners must immediately clean up all waste matter from pets and use appropriate refuse containers.
- F. Refuse or waste material from pets shall not be permitted to accumulate nor be buried outside.
- G. Pets shall not create a nuisance or unreasonable disturbance (including excessive barking) or damage any common area of the property.
- H. Unit owners are responsible for the actions of their pets and the pets of their visitors. Repair costs to common areas or Unit exteriors shall be assessed to the Unit owner.
- I. No doghouses are permitted.
- J. Cats are not allowed to freely roam the grounds of Sussex Square at any time.

## **Vehicle Regulations**

- A. Parking Rules
  - 1. Overnight parking shall comply with local village ordinance 5-3-7: "No person shall park any vehicle between the hours of one o'clock (1:00) A.M. and five o'clock (5:00) A.M. of any day on any street in the Village. The Village Police Department is authorized to rule on hardships caused by this Section and in those situations in which it is determined that a severe hardship exists, permission shall be granted to allow overnight parking for that particular evening. A sticker shall be issued and in effect for that one night, evidencing the granting of permission for parking between one o'clock (1:00) A.M. and five o'clock (5:00) A.M. The sticker shall be affixed in the left-hand lower section of the front windshield of the vehicle in question. An administrative fee.... shall be charged by the Police Department for each sticker issued."
  - 2. Guest parking areas may be used by residents or guests but are not to be used by owners or residents for long-term parking. These areas are primarily for guests.
  - 3. Per village ordinance 5-3-1, no parking is allowed: "Within thirty feet (30) of a traffic signal, beacon or sign on the approaching side", "Within fifteen feet (15) of a fire hydrant", "Within fifteen feet (15) of any intersection or crosswalk", "At any place where the vehicle would block the use of a driveway". No parking is allowed where so posted. No parking is allowed on grassy areas, sidewalks, or lawns.
  - 4. Parked vehicles shall not block mailboxes, obstruct passage, or extend over into the street, cul-de-sac, or neighboring drive.
  - 5. Parking is limited to garages, driveways, common parking areas and streets.
  - 6. There shall be no parking, maintenance, or storage of non-permitted vehicles. Commercial vehicles and equipment may park in permitted areas for the period necessary to provide the commercial services requested by the Unit owner or the Association.
  - 7. No overnight parking of any commercial vehicles and equipment, including commercial vehicles and equipment that may or may not contain advertising.

8. Per village ordinance 7-1-1; "To store, keep or maintain outside of a garage or accessory structure, an inoperable motor vehicle. An 'inoperable motor vehicle' shall be defined for purposes of this Chapter as any motor vehicle which is and has been incapable of being driven under its own motor power for a period of at least seven (7) days."

**B. General Vehicle and Traffic rules**

1. Camping vehicles, trailers, boats, recreational vehicles, buses, commercial vehicles and equipment and other similar vehicles that are property of a Unit Owner, resident or guest may not be parked on the street or in any common parking area or driveway.
2. Bicycles, wagons, and other play equipment are not allowed in the common parking areas, in the cul-de-sacs or on the lawns. All riding and skating activity must be maintained on the paved trails and on the streets in accordance with the rules of the road for bicycle riding.
3. Snowmobiles, minibikes, go-karts, and off-road vehicles may not be operated anywhere on the property.
4. Unattended vehicles parked in the roadway or in the common parking areas for more than seven (7) days will be considered abandon.

## **Board of Directors**

- A. Board members terms shall be for two (2) years.
- B. Unit Owner's account must be in good standing to run and remain on the Board (i.e., paid to date, no violations, etc.)
- C. Open Board meetings are held every two (2) months. Notices will be posted around the property to notify of meeting data and time. Meetings are subject to change.
- D. Executive Board sessions are called when necessary either by the President or a 1/3 of the Board.
- E. Any Board member may be removed at any meeting by the affirmative vote of the majority of the Directors in office. Any vacancy may be filled by the Board at any meeting.

## **Leases, Tenants, Non-Resident and Resident Owners and Rental Restrictions (adopted February 2022)**

- A. That the Manager/Managing Agent of the Association shall implement a process whereas Unit Owners approved by the Board to lease their unit pursuant to the Association's rules who sign a lease with a tenant as of the adopted date of the Resolution shall be responsible to pay a \$150 Lease Administrative Fee for both the new and renewal leases. Unit Owners currently leasing their unit who have not provided a copy of a signed lease to the Board must provide such signed lease within thirty (30) days of the adoption of this Resolution along with the \$150 Lease Administrative Fee. The Association will levy a fine in accordance with the Rules and Regulations if a homeowner is non-compliant.
- B. Any Unit Owner currently leasing or desiring to lease their unit after the effective date of this Resolution must provide the following documents within thirty (30) days of signing the lease:
1. A copy of the Village of Streamwood Rental License;
  2. A copy of the valid, executed Lease;
  3. A completed Rider to Lease (see next page);
  4. A completed Census Form (see next page); and
  5. Proof of tenant credit report and criminal background check;
  6. Leasing period must be for a minimum of one (1) year.
- C. The Association will levy a fine and/or initiate forcible entry and detainer in accordance with the Rules and Regulations if a homeowner is non-compliant. The Association shall recover from the violating unit owner any and all attorney's fees and other costs incurred in any enforcement action.

**SUSSEX SQUARE CENSUS FORM**  
*PLEASE COMPLETE IN FULL AND PRINT CLEARLY*

In order to protect your family and property in case of emergency, it is imperative that our office be able to reach you as quickly as possible. The Board of Directors for your Association believes a current homeowner/resident directory is essential in enabling immediate communication between owner, tenant, the Board and our office. Please rest assured that this information will be kept confidential and will only be available to our office and the Board of Directors.

<b>UNIT ADDRESS:</b>	<b>ACCT#:</b>	
<b>OWNER NAME:</b>		
<b>OWNER ADDRESS:</b>		
<b>MAIN PHONE:</b>	<b>WORK:</b>	<b>CELL:</b>
<b>OWNER EMAIL #1</b>		
<b>OWNER EMAIL #2</b>		

Please remember, if you are leasing your unit, you are required to provide our office with all leasing documentation prior to occupancy and upon lease renewal thereafter, and you are also required to provide your tenant(s) with a copy of your Association's Rules and Regulations to ensure compliance.

<b>TENANT NAME:</b>		
<b>TENANT PHONE:</b>	<b>WORK:</b>	<b>CELL:</b>
<b>TENANT EMAIL #1</b>		
<b>TENANT EMAIL #2</b>		



# Foster Premier

Trusted Community Association Experts

(847) 459-1222

750 West Lake Cook Ste 190  
Buffalo Grove, IL 60089

www.FosterPremier.com

**IF WE CANNOT CONTACT YOU IN AN EMERGENCY, WHOM SHOULD WE CALL?**

**NAME &  
RELATIONSHIP:** \_\_\_\_\_

**HOME PHONE:** \_\_\_\_\_

**WORK / CELL PHONE** \_\_\_\_\_

**LIST ALL OCCUPANTS and year of birth for children:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

**LIST AND DESCRIPTION OF ALL PETS:**

**LIST ALL VEHICLES BELONGING TO UNIT RESIDENT(S):**

YEAR	MAKE	MODEL	COLOR	PLATE #

**HOMEOWNER INSURANCE COMPANY:** \_\_\_\_\_

*I hereby acknowledge all information on this form to be correct and valid.*

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

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

PLEASE SEND COMPLETED FORM VIA EMAIL,  
MAIL OR FAX TO:

MAIL: 750 W. Lake Cook Rd. Suite 325

Buffalo Grove, IL 60089

FAX: 847-459-1240

EMAIL: chong@fosterpremier.com

**SUSSEX SQUARE CONDOMINIUM ASSOCIATION  
 RIDER TO LEASE**

This rider is added to the attached lease in accordance with the Rules and Regulations of Sussex Square Condominium Association. By this rider the undersigned parties to said lease expressly acknowledge that, as required by Section 18 of the Illinois Condominium Property Act, every lease 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 any failure by the lessee to comply with the terms thereof shall be default under the lease.

The Board of Directors of Sussex Square Condominium Association the ("Board") 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. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

\_\_\_\_\_  
 Lessor (Landlord)

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

\_\_\_\_\_  
 Lessor (Landlord)

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

\_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Please complete the following for the Association's use only (PLEASE PRINT CLEARLY):

Lessor Information:

Tenant Information:

\_\_\_\_\_  
 Full Name

\_\_\_\_\_  
 Full Name

\_\_\_\_\_  
 Emergency Phone - Home

\_\_\_\_\_  
 Emergency Phone - Home

\_\_\_\_\_  
 Emergency Phone - Work / Cell

\_\_\_\_\_  
 Emergency Phone - Work / Cell

\_\_\_\_\_  
 Home Address

\_\_\_\_\_  
 Leased Unit Address

\_\_\_\_\_  
 City, State and Zip Code

PLEASE SEND COMPLETED FORM VIA EMAIL,  
 MAIL OR FAX TO:

MAIL: 750 W. Lake Cook Rd. Suite 325  
 Buffalo Grove, IL 60089

FAX: 847-459-1240  
 EMAIL: chong@fosterpremier.com

# RESOLUTION OF THE BOARD OF DIRECTORS FOR THE SUSSEX SQUARE CONDOMINIUM ASSOCIATION CONCERNING DELEGATION OF DAY-TO-DAY AFFAIRS AND EMERGENCIES

(ADOPTED JUNE 2017)

WHEREAS, this Association is a not-for-profit corporation and a community association organized and existing under Illinois law; and

WHEREAS, the Association is governed by a Board of Directors/Board of Managers (the "Board") who is tasked with the administration of the property; and

WHEREAS, the Board of Directors adopts an annual budget each year after the proper notice is provided to the membership, and has done so for this current fiscal year;

WHEREAS, the Board has signed a management contract which delegates implementation and execution of the day-to-day affairs of the Association to the management company;

WHEREAS the Board is also concerned that certain emergency situations can occur that require resolution before the Board can convene a board meeting; and

WHEREAS, the definition of an emergency or emergency situation is "an immediate danger to the structural integrity of the common elements or the life, health, safety, or property of the unit owners as well as a situation for which it is impractical to call a meeting to resolve the emergency in accordance with the time required by law without significant risk of harm or liability to the Association, unit owners and/or occupants or any of their property"; and

WHEREAS, the Board believes that it is the best interest of the Association to develop a procedural process for making decisions in the event of emergency situation, and delegating day-to-day affairs of the Associations; and

## **NOW, THEREFORE, BE IT RESOLVED THAT:**

- Foster Premier shall implement and execute the day-to-day business affairs of the Association in accordance with the Management Agreement, and the Board hereby delegates those matters set for in the Management Agreement to Foster Premier, and is authorized to negotiate and execute contracts and/or expenditures on behalf of the Board during the current fiscal year, and while the Management Agreement is in force, within budgeted amounts, not to exceed **\$5,000**, without any further approval of the Board than this resolution; however, Foster Premier shall report on its activities in a written report at Board Meetings;
- Foster Premier is hereby authorized and directed to have the Association's' legal counsel pursue collection of delinquent unit owner accounts based upon the terms of the Association's collection policy, or to negotiate within legal time frames established by the court system, as to collection of debt or negotiation of a payment plan, without any further approval of the Board than this resolution; however, Foster Premier shall report on its activities in a written report;
- In the event of an emergency or emergency situation, the President of the Association (or any board member listed as an emergency liaison) shall be empowered to direct Foster Premier to take or authorize actions to protect the Association, the unit owners and occupants, or any of their property and that the member of the Board acting pursuant to this authorization shall be entitled to consult with other members of the Board and the Association's managing agent, attorney or other professionals in making a decision to resolve the emergency or emergency situation; and Foster Premier shall report these actions in a written report at the next open board meeting.