

OAKS IMPROVEMENT ASSOCIATION

RULES AND REGULATIONS

Adopted this 27th day of April, 2009, with an effective date of the 1st day of May, 2009, by the Board of Directors of The Oaks Improvement Association under authority granted to the Board of Directors under the Declaration of Covenants, Conditions and Restrictions for The Oaks Planned Unit Development and the By-Laws.

PREAMBLE

These Rules and Regulations have been adopted with the intent of providing the residents of The Oaks with a practical plan for day-to-day living at The Oaks, extracted from the technical language of the Declarations, By-Laws, and Illinois Law.

The Board's goal is to maintain the property as a first-class association and to provide the residents with specific information that will be reviewed on an on-going basis by the Board of Directors.

However, the Board is not a police department and to have an effective Rules and Regulations requires the cooperation of all of the residents of the association.

Unless the Board, through its Property Manager, is notified of infractions of the Rules and Regulations by the residents who witness them, the enforcement of these Rules and Regulations will be seriously compromised. Each Resident's cooperation and participation is encouraged.

Respectfully Submitted,

**BOARD OF DIRECTORS
OAKS IMPROVEMENT ASSOCIATION**

I. DEFINITIONS

In the event a term is used in these Rules and Regulations which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition in the Declaration, or in the By-Laws, or in its common usage within the association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

A. Declaration

The Declaration of Easements, Restrictions and Covenants for The Oaks Improvement Association, which was recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on July 8, 1965, as document numbered 19821584 respectively and as amended from time to time thereafter.

B. By-Laws

The By-Laws of The Oaks Improvement Association, and as amended from time to time hereafter.

C. Property

All the real property against which the Declaration has been recorded, including any improvements thereon.

D. Association

The Oaks Improvement Association, an Illinois not-for-profit corporation.

E. Association Office

The association office is the general administrative office located in the Club House at 3000 Club Tree Drive, Streamwood, Illinois.

F. Board

The Board of Directors of the Oaks Improvement Association

G. Rules or Rules and Regulations

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

H. Common Property and/or Common Area

The common property and/or common area of the Association, as defined in the Declarations.

I. Lot

A portion of property which is owned exclusively by an owner.

J. Owner or Lot Owner

The owner or owners of a lot, as revealed in the public records, including a contract seller and excluding a contract purchaser, unless expressly provided otherwise by the Declaration, By-Laws or by state law, 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 lot to the same extent as if the title to the property were held in the name of such a person or persons.

K. Member or Members of the Association

A Lot Owner.

L. Member in Good Standing

Any member who does not have a pending matter before the Board or any designated Committee of the Board, and is also current in the payment of all regular and special assessments, late charges, fines, or other charges lawfully assessed or agreed upon.

M. Resident

Any person who resides on the property, including families of owners and tenants of owners and including an owner if the context so indicates.

N. Common Expense or Assessment

Any amount which the Board may assess or levy against an owner, either individually or collectively, including regular monthly assessments; special assessments; and charges, expenses, or assessments which are levied pursuant to the Declaration, By-Laws, or the Rules and Regulations or the Association.

O. Property Manager, Managing Agent or Manager

The person or entity, if any, employed by the Board of Directors of the Association to manage the day-to-day administration of the property in the manner directed by the Board.

P. Common Interest Community

This is the legal designation of The Oaks Improvement Association as defined by the Illinois Condominium Property Act.

Q. The Oaks

The shortened version of The Oaks Improvement Association, which is synonymous with The Oaks Improvement Association wherever and whenever used in these Rules and Regulations.

R. Club House Events Coordinator

The person or entity, if any, employed by the Association to handle the reservation and booking of the Association Club House, the supervision of each private party or function, and to enforce the Rules and Regulations of the Association during each private party or function.

S. Tenant or Tenants

That person or persons whose name appears on a written lease agreement entered into with an owner of a lot within The Oaks Improvement Association.

T. Guest or Guests

An individual or individuals on or upon the common area or common property at the invitation of an Oaks owner or resident who is responsible for the conduct and action of such guest or guests.

I. GENERAL RULES

- A. All the rules, regulations, and covenants contained in the Declarations and By-Laws of The Oaks Improvement Association are incorporated as part of these Rules and Regulations and are subject to the enforcement policies and procedures set forth in Section X of these comprehensive Rules and Regulations. To the extent that the provisions of applicable Law, the Declarations, the By-laws, or these Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declarations, the By-Laws, and the Rules and Regulations, in that order.

- B. These Rules and Regulations are binding on all owners, residents, tenants and their families, and guests under the Association's Declarations, as amended from time to time. Exceptions to these Rules may be made only in writing, signed by the Board of Directors (or its duly authorized agent) following a written request by an owner and following a hearing.

II. INSURANCE

- A. The Homeowner is responsible for insuring the full replacement value of their unit.
1. Homeowners should contact their insurance agent for advice; however, all policies must cover loss of any landscaping on the plat of survey as well as the structure and its contents.
 2. Homeowners must name the association as an additional insured. A certificate of insurance or current policy **MUST** be provided to the Association yearly upon renewal. Homeowners, before renewal, are responsible to update the Association if any changes to the policy are made.
 3. As this is an Association of Town Homes, **condominium insurance is not permitted or adequate**. It will not cover any unit owner in case of an insurable loss. Failure to have correct insurance could result in a fine being charged to your assessment account until the correct insurance has been purchased.

III. RULES REGARDING THE USE, ADMINISTRATION, AND THE APPEARANCE OF THE PROPERTY

A. Alterations

No alteration of any kind may be made to the exterior portions of any building, including roofs, vinyl siding, aluminum or metal trim, brick, wood, cement stoops, sidewalks or steps, fences, gates, pole lights, coach lights, and any other exterior components of any home or building, unless specific authority for such alterations is either set forth in other sections of the Rules and Regulations or such alterations are specifically approved by the Board of Directors under the Architectural Improvement Provisions contained in Section C below.

B. Antennas

1. No antennas of any kind may be attached or mounted to any portions of the property unless it is done within the owner's home and/or in an area which is under the exclusive use and control of the owner and which services only the owner's home. No electronic wires, cables, cords or other electronic appliance power lines may be attached to the exterior of any portions of the property including, but not limited to, the roofs, fascia, soffits, gutters, downspouts, vinyl siding, aluminum or metal trim, brick, or wood. All such electrical wiring herein specified must be installed on the interior of the owner's home.
2. In compliance with Federal Communication Commission (FCC) requirements, an owner or tenant of an owner may install a satellite dish or antenna up to 1-meter in diameter on any portion of a lot that is under the exclusive use and control of the owner or tenant. However, such satellite dish or antenna may not be installed on any common area or common property including, but not necessarily limited to, roofs, soffits, fascia, decorative trim work, aluminum or metal trim, any part of the window, gutters, downspouts, vertical building surface (whether covered with brick, vinyl siding or aluminum trim), any portion of the exterior concrete foundation walls, or any property located outside of the boundary lines of the owner's or tenant's lot as determined by survey.
3. No satellite dish or antenna may be attached to any part of the fence.

4. No Architectural Improvement Application shall be required as a prerequisite or precondition for the installation of a satellite dish or antenna up to 1-meter in diameter on any portion of a lot within the exclusive use and control and an owner or tenant of an owner.

C. Architectural Improvements

All exterior changes must be approved by the Board. The “exterior” includes doors, windows, and all exterior surfaces of the buildings. The exterior also includes the common property, such as the lawn areas, as well as the roofs, vinyl siding and trim, and aluminum trim. All requests for changes must be submitted in writing to the Board of Directors on forms provided by the Association.

The following is the procedure that must be followed to request any exterior architectural changes or improvements:

1. An Architectural Improvement Application Form must be completed, in its entirety, signed and then submitted to the Board of Directors. The documents must include:
 - a) Name and address of owner (if completed by a tenant the application must be signed by both the tenant and the owner).
 - b) A complete description of the proposed alteration or improvement.
 - c) A drawing of the requested alteration, variation, or improvement showing the proposed changes(s) with all specifications or brochures specifying the materials as to size, type, gauge, color, finish, etc. attached to the application.
 - d) A completely filled out and signed Architectural Control Agreement should be presented at the same time the Architectural Improvement Application is submitted.
 - e) All patios and decks require a (6”) six-inch set back from the fence on each of the three sides and may not be attached to the building. You are also required to get a Building Permit from the Village and contact “JULIE” if you plan to dig into the ground. If the owner selects not to do the set back the owner is responsible for moving the portion of the patio or deck at the owner’s expense.

ANY ALTERATION TO AN EXISTING LOT OR ADJACENT COMMON PROPERTY WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS IS A VIOLATION OF THE DECLARATION AND THE BOARD OF DIRECTORS HAS THE AUTHORITY TO REPAIR SUCH ALTERATIONS TO ITS ORIGINAL CONDITIONS AT THE OWNER’S EXPENSE. THIS MAY INCLUDE, BUT IS NOT LIMITED TO, THE REMOVAL OF UNAUTHORIZED DOORS, STORM DOORS, WINDOWS AND SCREENS.

D. Assessments and Collections

1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Any payment of the aforementioned which is received, or postmarked, after the tenth (10th) day of the month shall be considered late. All payments received, even if the payment has been designated to be applied to a specific obligation, will be applied to the payments of the oldest outstanding charges before being applied to any current charges.

2. Any payment of less than the full amount of all assessments and other charges which are due in any given month or any payment which is made late shall cause the lot owner to be subject to a late charge of twenty- five dollars (\$25.00) for that month which shall be added to and deemed part of the owner's common expenses.
3. Owners who are delinquent in the payment of common expenses shall be subject to legal action in accordance with the Declaration and By-Laws. Once legal action has commenced all legal fees and costs will be assessed to the owner as required by the Declaration and By-Laws. No partial payments will be accepted once legal action has begun.
4. In accordance with the provisions of the Declaration and By-Laws, the Board of Directors may suspend the privileges of an owner during any period during which the owner is in arrears in the payment of assessments and any other charges. This includes, but is not limited to, the right to vote at any homeowner meeting, to be nominated to serve as a Director; to use the Association pool, club house, or other recreational facilities; or to participate in any other Association-sponsored function or event.

E. Association Maintenance Projects

The Association has various maintenance responsibilities and duties imposed upon it by the Declaration, By-Laws, or State Law. In order for the Association to fulfill its various responsibilities and duties each resident of the Association must comply with any reasonable request made by the Association for access to that resident's particular home. This requirement applies to allowing access to the fenced-in backyards, attic, and basements when necessary to complete required maintenance projects.

As part of the exterior lighting system, each home is equipped with a transformer that is usually located in the basement. This transformer provides power to either a front or back pole light serving your home. Each homeowner and/or resident **is required** to keep such transformer plugged in at all times. This is a **mandatory** security requirement. Each homeowner and/or resident is required to provide access to their home for the purpose of maintaining and/or repairing such transformer. A request for access to a home to maintain and/or repair a transformer is deemed to always be a reasonable request under this Rule.

Should an owner refuse access to the interior of a home (attic or basement), and such refusal prevents the requested maintenance from being performed, the Association is relieved of any responsibility for the requested maintenance and/or any subsequent damage that may result from the failure to perform the requested maintenance. The Association shall document such refusal and forward a copy of the same to the owner by certified mail, return receipt requested, or by personal service.

F. Association Books & Records

1. All members of the Association desiring to view or audit the books and records of the Association must submit a request in writing, not less than forty-eight (48) business hours in advance of the requested date.
2. The books and records of the Association are open to any and all members of the Association, or their duly authorized representative(s), in the form of either legal counsel or auditor.
3. No record of the Association may be removed from the Association Office at any time. There are no exceptions.

4. The records of the Association, which are permitted to be copied and distributed, may be copied in the Association Office.
5. The Association reserves the right to charge a fee of up to \$1.00 per page, per copy.
6. The Association further reserves the right to charge the sum of up to \$50.00 per hour, per person, for any and all personnel hired by the Association to be present for security purposes to observe the review of the books and records in order to protect the integrity of the books and records of the Association.

G. Awnings and Sunroofs

No awnings, sunroofs, canopies, or shutters of any type are permitted. This prohibition shall not apply to the seasonal use of patio umbrellas or temporary tents.

H. Board Meetings

Meetings of the Board of Directors of The Oaks Improvement Association are open to all Owners and Residents and all are encouraged to attend. The time for Board Meetings shall be determined by action of the Board of Directors and appropriate notice shall be provided to all owners. In accordance with the Declaration, By-Laws, and applicable law, the Board of Directors may choose to meet in a closed session, known as an Executive Session, to discuss:

1. An individual homeowner's delinquency or rules violation.
2. Personnel matters involving the hiring, disciplining, or termination of employees or matters dealing with vendors and/or contractors.
3. Legal matters involving the Association.

Any vote in a closed session discussion will be held during the regular portion of the Board Meeting either on the same night or at the next regularly-scheduled Board Meeting.

I. Common Property

1. In order to allow the management staff to perform their work efficiently, owners will be limited to a total of **10 minutes** in the management office at any given time. Management reserves the right to ask owners to leave if they exceed this time limit or their behavior becomes otherwise inappropriate, abusive or unacceptable.
2. Storage of any kind is expressly prohibited on any common property unless the area is expressly designated for such purpose.
3. All toys, recreation equipment, bicycles, and similar items must be removed from the common property by sunset.
4. Any games or other activity which creates a disturbance, damages any common property, or disrupts the peace is prohibited on or in any portion of the common property or common areas. There is an absolute prohibition against any games or activities, including baseball playing, on the drive ways, streets or parking lots which are part of the common property or common areas.
5. Owners may not enclose any portion of the common property with a fence or other boundary. Fences, which were part of the property at the time of building, are pre-existing exceptions to the Rule.

6. Any trees or shrubs to be installed on the property must be approved by the Board, or its authorized agent in writing unless otherwise authorized herein.
7. The common property and all common areas shall be kept free and clean of rubbish, debris, or other unsightly materials. An owner, tenant, or resident who causes rubbish, debris, or other unsightly materials to be placed on the common property or common areas shall be held responsible for all costs and expenses incurred by the Association in having such materials picked up in addition to any fine(s) and other sanctions imposed for a violation of this Rule.
8. The consumption of alcoholic beverages of any nature is absolutely prohibited on any common property or common areas of the Association. There are **NO EXCEPTIONS**. The consumption of alcoholic beverages in violation of this Rule will subject the violator to a fine of one hundred dollars (\$100.00) upon a finding of guilt following a hearing held in accordance with the enforcement provisions contained in Section X of the Rules and Regulations. The fine for second and all subsequent violations of the Rule shall be two hundred and fifty dollars (\$250.00) upon a finding of guilt.
9. Consumption of alcoholic beverages on any common property, common areas, or public property is also prohibited by Ordinances of the Village of Streamwood and it is the strict policy of the Association to file complaints with the Streamwood Police Department for all such violations.

J. Damage to Common Property

Any property which is damaged by the conduct of an owner or by the owner's family, tenants, or guests will be repaired by the Association and charged back to the owner responsible, or, at the Board's option, may be repaired by the owner at the owner's expense (subject to inspection and approval by the Board, or its duly authorized agent). Any determination of whether or not the owner is responsible is subject to the policies and procedures regarding enforcement of the Rules and Regulations as set forth in Section X.

K. Exterior Entry Doors

Any replacement of an exterior entry door is considered an Architectural Improvement and must be pre-approved by the Board in accordance with Section C, above.

L. Fenced Yards

1. Owners shall keep fenced yards clean, orderly, and free from clutter.
2. Fenced yards may not be decorated, altered, or have the appearance changed. Nothing in this section shall prevent common items such as thermometers, wind chimes, seasonal plaques, or similar backyard items from being attached to the inside of any wooden fence post, fence board, or fence slat. In the event that such items cause damage to any wooden fence post, fence slat, or fence board the cost of repair shall be the responsibility of the homeowner, or tenant of a homeowner, who caused the damage. In the event that such items need to be removed temporarily to allow for repair and/or maintenance of the backyard fence, such items shall be removed by the homeowner and/or tenant of a homeowner, upon request by the property manager, and may be re-attached by the homeowner or tenant of a homeowner once the repair and/or maintenance has been completed.
3. It will also not be allowed, by the homeowner and/or the tenant of the homeowner, that anything will be placed, piled, or leaned against any part of the fence.

4. Fenced yards may not be used for storage, other than for the seasonal storage of barbecue grills, lawn chairs, bicycles, and other items usually associated with fenced yards.
5. Clothing, sheets, blankets, laundry, and similar objects shall not be hung out or exposed above the fence line.
6. Fenced yards must not be used as an animal's bathroom. Pet excrement must be cleaned up on a daily basis.
7. No decks, patios, storage sheds, or alterations may be made within the fenced-in backyard area without prior written Board approval in accordance with Section C above.
8. The Association shall be responsible for normal maintenance of new fences including repair of fence posts and boards, gates and gate hardware, and painting of the interior/exterior of the new style fence. All misuse or vandalism of fencing caused by the owner, the owner's family, tenants, or guests, or the pets of any of the aforementioned shall be repaired at the owner's expense. (Old fences will still be only painted on the outside.)

M. Garbage and Trash

1. All garbage must be placed in sealed containers so that it cannot be windblown and set out for trash pickup on the day assigned by the Village of Streamwood. Garbage containers may not be placed for collection before 5:00 P.M. on the night before collections and empty containers must be returned to the fenced-in backyard area no later than 9:00 P.M. on the day of collection. Failure to remove empty garbage containers and recycling bins by 9:00 P.M. on the day of collection will subject the violator of this Rule to a fine of fifty dollars (\$50.00) upon a finding of guilt following a hearing held in accordance with the enforcement provisions contained in Section X of these Rules and Regulations. The fine for a second and all subsequent violation of this rule shall be one hundred dollars (\$100.00) upon a finding of guilt.
2. For the purpose of this Rule the term "sealed container" shall mean a plastic or metal garbage can or container with either an attached or attachable lid that must be securely placed on top of the container. Recycling bins or plastic bags, with or without ties or fasteners, may not be used instead of sealed containers for the disposal of any food or food-related items. Recycling bins may only be used for the purpose of disposing of rinsed and clean recycling materials.
3. Any owner and/or tenant of an owner, if applicable, who disposes of food or food-related items in a plastic bag and fails to place that plastic bag inside a sealed container will be in violation of the Rule and will subject the violator to a fine of fifty dollars (\$50.00) upon a finding of guilt following a hearing held in accordance with the enforcement provisions contained in Section X of these Rules and Regulations. The fine for a second and all subsequent violations of this Rule shall be one hundred (\$100.00) dollars upon a finding of guilt.
4. No owner or tenant of an owner, if applicable, shall store garbage containers or recycling containers on the common property, common areas, or in the front of any home. The only acceptable exterior storage area is within the owner's fenced-in backyard. Storage of garbage containers in violation of this Rule will subject the violator to a fine of fifty dollars (\$50.00) upon a finding of guilt following a hearing held in accordance with the enforcement provisions contained in Section X of these Rules and Regulations. The fine for a second and all subsequent violations shall be one hundred (\$100.00) dollars upon a finding of guilt.

5. Any dumpster, in the parking lot, sidewalk, grass area etc., must be on plywood.

N. Landscaping

1. Owners and their tenants are permitted to plant flower beds and/or gardens on common areas outside of fenced yards subject to the following limitations:
 - a) Written permission to plant must first be obtained from the Board of Directors of the Association. All such written requests must be submitted to the Board, or its duly authorized representative(s), at the Association Office. Homeowners are responsible for the upkeep of anything they plant, including watering.
 - b) If the Board of Directors has previously given permission to plant flower beds and/or gardens such permission may be rescinded by the Board for just cause following a Hearing held in accordance with the provisions of Section X of these Rules and Regulations.
 - c) The Board of Directors, or its duly authorized representative(s), has the right to inspect the proposed planting area prior to granting or denying permission to plant.
 - d) Flower beds or gardens shall be limited to original, non-sodded areas unless otherwise approved by the Board of Directors in writing. However, under no circumstances shall the Board of Directors approve requests to allow flower gardens or planting in front yards outside of existing non-sodded areas, nor shall the Board of Directors approve any requests to allow landscaping around front or back pole lights. Additionally, the Board of Directors shall not approve any request that includes wooden landscape timbers as part of the proposed design when the intended improvement is on the common property or common areas.
 - e) Owners and their tenants, if applicable, are totally responsible for all costs associated with a flower bed and/or garden and for the upkeep of any flower bed and/or garden. The Association's maintenance staff and/or landscaping committee will not be responsible for such upkeep.
 - f) Once a garden or flower bed has been planted the Association is no longer responsible for the replacement of sod in that specific area.
 - g) No fruit bearing trees will be allowed. All vegetable gardens must be on the inside of the homeowner's fence.
2. Owners and their tenants are permitted to plant trees and bushes subject to the following limitations:
 - a) Written permission to plant must first be obtained from the Board of Directors of the Association. All such written requests must be submitted to the Board, or its duly authorized representative(s), at the Association Office.
 - b) All trees and bushes must be planted at the owner's or owner's tenants expense and the owner or tenant, if applicable, shall be responsible for the maintenance and upkeep of such trees and/or bushes

- c) Once a tree or bush has been planted on the common property or common areas it cannot be removed by the owner. However, any tree or bush may be removed and/or relocated by the Association when deemed necessary.
- d) Any garden, flower bed, tree, or bush must be planted in such a manner as not to interfere with the functioning of any landscaping, maintenance, or snow removal equipment used on the common property or common areas by the Association or its contractors.
- e) Any sod or other property damaged through the fault of an owner or an owner's tenant shall be replaced at the expense of the owner or owner's tenant responsible for such damage.
- f) Owners or owner's tenants must water flower beds, gardens, trees, or bushes they have installed in accordance with specific watering restrictions and/or municipal Ordinances of the Village of Streamwood. Owners and owner's tenants having questions concerning watering restrictions should direct them to the Village of Streamwood Water Department.

O. Leafleting

Any person seeking to distribute literature on the common property or any common areas, other than through the United States Mail, shall first deliver a copy of the item to be so distributed to the Association and shall state the name, address, and phone number of the person or persons who are the authors of the publication and of the person or persons sponsoring or distributing the publication. No other information shall be required for distribution.

- 1. The gate clips are the property of the Oaks Improvement Association and are meant for communication between the Oaks Improvement Association and the homeowners. They are not meant for the distribution of advertising or for independent newsletters.
- 2. Anyone wishing to independently communicate with the homeowners may do so at an open board meeting or through the mail.
- 3. No one may attach newsletters, fliers, or brochures to the front doors of homes, the gate clips, vehicles, or any part of any structure. If an outside church, organization, or business wishes to communicate with our homeowners they may do so through the mail. The only exception is the telephone book.
- 4. No one from an outside church, organization or business may go door to door to proselytize, recruit, or sell.
- 5. Violations of this section could result in fines and an extra charge for clean-up.

P. Littering

Any resident who litters the common property or any common areas will be assessed a fine of two hundred and fifty dollars (\$250.00) for each incident upon a finding of guilt following a Hearing held in accordance with the enforcement provision contained in Section X, of these Rules and Regulations. If the individual(s) involved in the littering are tenants of an owner, or guests of tenants of an owner, the owner shall also be entitled to receive notice of any and all hearings and shall be given an opportunity to be heard before the imposition of a fine. The fine for a second and all subsequent violations of the Rule shall be five hundred dollars (\$500.00) upon a finding of guilt.

Q. Maintenance Requests

Any requests for maintenance to the exterior portions of your home must be directed to the Association Office (630-837-8160). All requests for maintenance will be processed through the property manager and a work order will be issued to the maintenance staff.

R. Noise Curfew

A noise curfew must be adhered to within the area administered by the Homeowners' Association. Any excessive noise, including excessive vehicle noise, is not permitted from 10:00 P.M. to 8:00 A.M. Sunday through Thursday and from 11:00 P.M. to 9:00 A.M. on Friday and Saturday.

S. Park Rules

The Park located adjacent to the Association pool is not owned by the Association, it is owned, operated, and maintained by the Village of Streamwood Park District. It is known as Oakwood Park and is a public park open to all Streamwood residents and their guests. The Association has no authority over this park, there are any complaints or problems should be reported to the Village of Streamwood Park District or the Streamwood Police Department.

T. Security

If any suspicious activity or activities are observed you are urged to contact the police immediately. All police calls in the Village of Streamwood are now handled by calling **911**. You are also urged to write down the license plate numbers of any suspicious motor vehicles that you may observe and let the Streamwood Police Department and the Association office know.

U. Seasonal Decorations

1. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday or at the Board's discretion.
2. No outdoor decorations are permitted except decorations which can be placed on the surrounding area of the door, windows, or fence. Any damage caused by the hanging of decorations shall be repaired by the owner responsible or the cost of repair will be charged to the owner by the Association.
3. No decorations which create a safety hazard for the building or the common property or common areas will be permitted.

V. Signs and Advertisements

Article X, Section 3 of the Declaration of Covenants, Conditions, and Restrictions states "...no more than one **"FOR RENT"** or **"FOR SALE"** sign of not more than five square feet may be maintained on any unit, ...". Article X, Section 3 continues, "... no advertising signs, billboards, objects of unsightly appearance, or nuisances shall be erected, placed or permitted to remain on any unit or common area..." This specifically applies to the placement of **"SOLD"** signs and such signs are expressly prohibited.

No **"Beware of Dog"** signs, or any other signs, may be displayed in any window or attached to any exterior portion of any building, including front and back doors, screen doors and backyard fences and gates, without prior, written Board approval as to size, color, and style. The Board shall designate a standard **"Beware of Dog"** sign which is the only such sign that will be allowed to be displayed.

W. Storm Windows and Storm Doors

1. Storm windows shall have clear, uncolored glass panes and unadorned frames of white-finished aluminum or baked-on white enamel. Storm windows must be purchased with a white finish or be painted white by the owner, at his or her expense, to match the white trim on all buildings. Any storm window replacement is considered an Architectural Improvement and must be pre-approved by the Board in accordance with Section C, above.
2. Storm doors shall have clear, uncolored glass panes and unadorned frames of white-finish aluminum, or baked-on enamel. Storm doors must be purchase with a white finish or be painted white by the Owner to match the white trim on all buildings. A "cross buck" design with approximately 40% of the top of the storm door being window/screen and the bottom 60% metal is the required design. Any storm door replacement is considered an Architectural Improvement and must be pre-approved by the Board in accordance with Section C, above.
3. No plastic or other temporary covering may be placed on any exterior storm door or window.
4. Storm doors and windows must be maintained in good repair by the owner. This maintenance requirement specifically includes the repair and/or replacement of torn or ripped screens or broken locks. Any broken or damaged storm door or storm window must be repaired by the owner within seven (7) days of the date of breakage.
5. Once a storm door or window is installed, maintenance of the storm door or window becomes the sole and complete responsibility of the owner.

X. Windows

1. Any window frame replacement is considered an Architectural Improvement and must be pre-approved by the Board in accordance with Section C, above.
2. Any broken window must be repaired by the owner within seven (7) days of the date of breakage.
3. No plastic or other temporary outside window covering may be placed on windows, including storm windows and/or screens. Temporary inside window coverings such as sheets, bedspreads, towels, etc. must be removed and replaced with proper window coverings within a seven (7) day period after occupancy of any lot, unless otherwise approved by the Board in writing. All interior window curtains, shades, blinds, or other window coverings, visible from the outside, shall be kept in a state of good repair. This repair requirement specifically includes the repair and/or replacement of torn curtains, broken shades, blinds, and any other window covering that has fallen into a state of disrepair.
4. Nothing in this section shall be construed to prohibit the installation of interior, plastic stretch insulation materials that are attached to the interior window frames and/or trim.

Y. Window Air-Conditioners

The installation of any window air conditioning unit is considered an Architectural Improvement and must be pre-approved by the Board in accordance with Section C, above. The units must be properly installed and are subject to inspection by the Board of Directors and/or its duly authorized agent(s). The visible portion of the exterior case must be painted white to match the color of the trim on the building. Window air conditioner units shall only be allowed from May 15th thru October 15th of each year.

Z. Vandalism

1. Any resident who vandalizes the common property or any common areas, or any property owned by the Association will be assessed a fine of two-hundred fifty dollars (\$250.00) for the first violation of this Rules, plus the full cost of restitution, upon a finding of guilt following a hearing held in accordance with the enforcement provision contained in Section X of these Rules and Regulations. The fine for second and all subsequent violations of the Rule shall be five hundred dollars (\$500.00), plus the full cost of restitution upon a finding of guilt.
2. Owners and/or tenants will be held completely and totally responsible for the actions of all members of their household and their guests. If the individual(s) involved in the vandalism are tenants of an owner, or guests of tenants of an owner, the owner shall also be entitled to receive notice of any and all hearings and shall be given an opportunity to be heard before the imposition of a fine and restitution.
3. Graffiti on any building, fence, or common property, and defacement of newly-poured concrete or asphalt is considered to be both vandalism and destruction of common property.
4. It is the policy of the Board of Directors to file criminal charges and proceed with prosecution to the fullest extent of the law for all vandalism incidents.

IV. TRESPASSING AND CRITERIA FOR EXCLUSION OF NON-RESIDENTS

Any non-resident will be directed to leave and will be barred from returning to The Oaks Improvement Association by the Board of Directors, or its designated agent(s) or representative(s) if that person:

1. Makes unreasonable noise.
2. Engages in fighting or violent or threatening behavior.
3. Substantially interferes with any right, comfort or convenience of any resident of the Association or any employee of the Association.
4. Engages in any activity which constitutes a disturbance including foul and/or abusive language.
5. Engages in any activity which constitutes a criminal offense.
6. Damages, defaces, destroys or in any way vandalizes any property belonging to the Association or any resident of the Association.
7. Litters on the common areas of the Association.
8. Drives any motor vehicle, including motor-driven scooters, in a careless or reckless manner; or rides a bicycle, scooter, skateboard, roller skates or roller blades in a careless or reckless manner; or rides any of the aforementioned in any parking lot of the Association.
9. Consumes or possess an open container of any alcoholic beverage on the common areas.
10. Engages in gang activity, including but not limited to:
 - a) Grouping to show gang affiliation in order to intimidate rival gangs, residents, or employees of the Association.
 - b) Using hand signals or gestures for purposes of intimidation, or for purposes of provoking violent responses.

11. Violates the curfew ordinances of the Village of Streamwood.
12. Violates any of the Rules and Regulations of The Oaks Improvement Association.
13. Any non-resident who fails to leave the Association after being directed to do so, or who returns to the Association after being given such direction by any director, authorized employee of the Association or law enforcement officer, will be subject to arrest and prosecution for criminal trespassing to real property under either Village of Streamwood Ordinances or applicable criminal trespassing law of the State of Illinois (at the option of the Board of Directors). See II General Rule "A".

V. RULES REGARDING BASKETBALL COURT AND SKATING COURT

1. Basketball court and skating court hours are from 9:00 A.M. to dusk.
2. The skating court is specifically designed to be used for skating activities and such other recreational activities as may be compatible with skating activities. Basketball, softball, and soccer playing are not compatible with skating activities and are prohibited on the skating court unless the skating court is not being used for skating activities. Skating activities always have priority over baseball or soccer and those playing baseball, softball and soccer must always relinquish the court immediately to anyone wishing to engage in skating activities.
3. No markings or lines of any kind are to be made on the surface of either the basketball court or the skating court other than those made by the Association. Any such markings or lines will be considered as vandalism and destruction of Association property and will be dealt with accordingly.
4. The surfaces of the basketball court and skating court are not to be used for fireworks due to the serious degree of damage that may occur. Anyone apprehended using either surface for fireworks will be considered to have violated Association Rules concerning vandalism and damaging of Association property and will be dealt with accordingly.
5. The use of the basketball court and skating court is reserved for residents of the Association and their invited guests only. Non-residents are not allowed on the basketball court or skating court unless they are accompanied by a resident of the Association who is completely responsible for the conduct of such non-resident. This limitation on use will be enforced by the Board of Directors and the Streamwood Police Department.
6. No alcoholic beverages of any kind are permitted on the basketball court or skating court at any time.
7. No animals are allowed on the basketball court or skating court at any time.
8. The basketball court and skating court have been designated by the Board as an area that closes at dusk and are posted accordingly. Anyone apprehended using the basketball court or skating court after dusk will be prosecuted for criminal trespassing to land in accordance with Village of Streamwood ordinances and the laws of the State of Illinois.

VI. RULES REGARDING PETS

No animals, other than dogs, cats, or other animals considered to be household pets, shall be raised, bred or kept anywhere on the property for any purposes. Dogs, cats, and household pets may be kept subject to the following limitations:

1. Dogs, cats, and household pets may not be raised, kept, or maintained for any commercial purposes. Wild animals may not be kept, including, but no limited to, chickens, rabbits, or fowl.

2. No more than three (3) dogs or three (3) cats may be kept, raised, or bred at any one time in any one lot. This limitation is mandated by a municipal ordinance of the Village of Streamwood. A kennel license received from the Village of Streamwood is required before any owner, tenant, or resident shall be allowed to raise, breed, or keep more than three (3) dogs or three (3) cats, or any combination thereof, at any one time.
3. Owners, tenants, or residents who own dogs, cats, or household pets must provide them with adequate food, water, shelter, and veterinary care.
4. All dogs, cats and household pets must be kept leashed at all times while they are on any part of the common property.
5. Staking or leashing of dogs, cats, or household pets to any building or any part of the common property is prohibited.
6. No dog, cat, or household pets may be on the common property unattended at any time.
7. The Association will make arrangements to have any dog, cat, household pet or other animal found unattended on the common property picked up and impounded by the Streamwood Police Department. The owners of impounded animals must obtain their release for pickup from the Streamwood Police Department. The animal owner or keeper is responsible for all costs and expenses incurred relating to the animal's pick up and impoundment.
8. In compliance with an ordinance of the Village of Streamwood all pet owners must immediately clean up after their pets, if the pet should defecate on any part of the common area or common property.
9. Dogs, cats, and household pets must be controlled by their owners so they do not cause damage to any common property (including fences), common areas, or the property of any other resident, and do not become a nuisance or unreasonable disturbance to residents. This includes excessive, uncontrolled barking and the creation of noxious odors.
10. Animal bites caused to people or other animals must be reported immediately to the Streamwood Police Department by calling 911.
11. An owner, tenant or resident will be responsible for the actions of their pets, and pets belonging to their Visitor(s). These Rules and Regulation apply in their entirety to the pet(s) of such visitor(s).
12. Violation of any provision of these Pet Rules will subject the violator to a fine of one hundred dollars (\$100.00) upon a finding of guilt following a hearing held in accordance with the enforcement provisions contained in Section X of these Rules and Regulations. The fine for the second and all subsequent violations shall be two hundred and fifty dollars (\$250.00) upon a finding of guilt and a third violation may also subject the violator to an order from the Board to have the pet removed permanently from the Association in accordance with Subsection 13, below.
13. Any Owner who has been found guilty of more than two (2) violations of these Pet Rules shall be deemed liable for having a pet which causes or creates a nuisance or unreasonable disturbance. Thereafter, the Board, after consideration of the facts and circumstances, may elect to order the owner, tenant or resident to have the pet removed permanently from the property within three (3) days after receipt of written notice to the owner, tenant or resident from the Board or its duly authorized agent(s).
14. Owners, Tenants and/or Residents found in violation of these Rules and Regulations concerning pets will be responsible for any and all costs and expenses, including attorney's fees, for (a)

repairing damage caused by pets, (b) abating any nuisances caused by the pets, and (c) enforcement of these Rules and Regulations.

15. An owner, tenant or resident will be responsible for their pets, excessive barking.

VII. PARKING RULES

A. GOALS

1. To distribute the parking resources among the residents in a fair and equitable manner
2. To maintain the property and protect the common elements and landscaping.
3. To promote safety and general welfare in the parking areas.

B. PARKING RIGHTS

1. Ownership of each lot shall entitle the owner to the use of not more than two (2) parking spaces for operable, registered, and properly licensed motor vehicles. Each lot owner shall be assigned two (2) numbered parking spaces which shall correspond to the number appearing on their parking decals and guest pass(es).
2. For the purpose of these Parking Rules the term "motor vehicle" shall mean an automobile, van, mini-van, non-commercial truck, or motorcycle.

C. REGULATIONS

1. Parking Eligibility.

- a) Every motor vehicle parked in the courts of The Oaks Improvement Association (hereinafter OIA) must display one of the following to be parked in such court: (a) a properly issued OIA Parking Decal, (b) a properly issued Temporary Parking Pass, or (c) a Guest Pass provided to such guests by the host resident. Any motor vehicle parked in the Courts of the OIA not displaying the required decals, temporary pass or guest pass, as required, is subject to immediate towing without prior warning or notice.
- b) All vehicles are required to be in compliance with state law where the cars or trucks are registered, including insurance requirements.

2. Parking Registration.

Each lot owner, or tenant of such lot Owner, must complete a Parking Decal Application form which serves as registration for not more than two (2) motor vehicles. Upon the proper completion of such application the lot owner, or tenant of such lot owner, shall be issued an OIA parking decal for each motor vehicle registered. No lot owner or tenant of the lot owner shall receive more than two (2) OIA Parking Decals at one time. There are no exceptions to this Rule. **In the event of a sale, purchase, or exchange of a motor vehicle the new motor vehicle must be re-registered.**

3. Parking Decals.

- a) Each motor vehicle shall be issued a separate OIA Parking Decal with a permanent registration number assigned. This registration number identifies the particular motor vehicle in question and is **NOT** transferable to other motor vehicles. Such registration number shall be issued only once, and upon the sale of the motor vehicle or if the OIA parking decal is lost or destroyed it shall be canceled. It cannot be re-issued under any circumstance. If the motor vehicle is sold and replaced with a new motor vehicle the old permanent registration number will be canceled and a new permanent registration number will be issued and assigned to the new motor vehicle by the OIA office only.

b) **Once a permanent registration number is canceled it will be removed from the list of authorized numbers. Any vehicle subsequently displaying that permanent registration number on an OIA Parking Decal will be subject to immediate towing without further notice or warning.**

c) Parking Decals may be purchased at the OIA office during regular office hours at a cost of \$5.00 per decal.

4. **Temporary Parking Passes.**

As an accommodation to residents, the OIA will issue Temporary Parking Passes to protect motor vehicles from towing under certain circumstances. Examples are rental vehicles and temporary workers/contractor's vehicles. Such Temporary Parking Passes may be obtained from the OIA office located at 3000 Club Tree Drive (Club House).

5. **Guest Passes.**

a) Any visitor or guest parking in a court must park in one of the host's numbered parking spaces. It is the sole and complete responsibility of the host (the lot owner or tenant of the lot owner) to ascertain and insure that his or her guest has parked in the required numbered space. Guest Parking Passes may be obtained at the OIA office. Guest Passes are to be used for occasional guests only and are not to be used by lot owners or tenants of lot owners in lieu of an OIA Parking Decal. Resident's motor vehicles must be properly registered and an OIA Parking Decal displayed. Misuse of Guest Passes by residents may subject the motor vehicle in question to towing and the owner subject to a fine.

b) These Guest Passes are numbered with the assigned parking number for each particular lot and are transferable in the event the lot is sold. Guest Passes may be purchased at the OIA office at a cost of \$5.00 each. There is no limit to the number of Guest Passes that may be purchased. **Paper guest passes are no longer valid and vehicles displaying paper guest passes are subject to immediate towing without prior notice or warning. Only the plastic, numbered guest passes issued by the Association will be honored.**

6. **Display of Decals and Passes.**

Every motor vehicle parked in a court of the OIA must have a **CLEARLY VISIBLE** Parking Decal, Temporary Parking Pass, or Guest Pass displayed at all times. The following requirements are mandatory:

a) OIA Parking Decals must be displayed in lower right hand corner of the front windshield (passenger side), permanently affixed to the glass only by the decal adhesive and not taped or affixed in any other manner.

b) OIA Parking Decals shall **not** be placed in any area that is tinted—Decals placed in tinted areas shall not be considered "clearly visible" under these Parking Rules.

c) Guest Passes and Temporary Parking Passes must be placed on the rear view mirror so as to be clearly visible from the outside of the motor vehicle or taped on the inside of the front windshield in the lower right hand corner on those vehicles not having a rear view mirror. Any Guest Pass or Temporary Parking Pass placed in an area that is tinted will not be considered "clearly visible" under these Parking Rules.

7. Overflow Parking.

- a) Residents with more than two (2) cars and guests may also park in one of the overflow lots with the proper pass. Overflow parking is limited to the following areas only:
 - Hampton Court (north of pool)
 - Pool House lot (south of pool)
 - Parking area in front of the Club House
 - Village Streets (with the permission of the Village of Streamwood)
- b) Overnight street parking is available with Village of Streamwood permits and in accordance with the parking ordinances.
- c) In order to park a motor vehicle in one of the Association overflow lots such vehicle must display one of the following:
 - an Oaks Parking Decal,
 - a Temporary Parking Pass issued by the Association, or
 - a Guest Pass. Any vehicle not displaying one of these forms of identification will be subject to immediate towing without prior warning.
- d) No inoperable or unlicensed motor vehicles may be parked in any of the designated overflow parking areas. Inoperable or unlicensed motor vehicles parked in the overflow parking areas are subject to immediate towing without prior warning or notice.

8. Loaned Parking Stickers.

OIA Parking Decals may not be sold to other lot owners or tenants of other lot owners. However, OIA Parking Decals may be loaned by one resident to another resident. All loaned OIA Parking Decals must be reported to the Association Office and properly registered in accordance with these Parking Rules. A resident who loans on OIA Parking Decal to another Resident retains the right to "call back" the loaned Parking Decal at any time. The Association Office must be notified whenever a loaned parking Decal has been called back and proper registration papers must be completed. Guest Passes may be loaned at the discretion of the resident loaning the pass.

9. Unlicensed Vehicles and Village Stickers.

All motor vehicles must have current license plates to be parked in any OIA court, including the overflow lots set forth above. Unlicensed motor vehicles are subject to towing.

10. Storage and Non-Movement of Motor Vehicles.

No motor vehicle may be stored in any overflow lots set forth in paragraph 7, above. Any motor vehicle not moved for a period of seven (7) consecutive days will be considered a stored vehicle and will be subject to immediate towing. The only exceptions to the Rule are as follows: A motor vehicle may be left unmoved for a period in excess of seven (7) days when the owner of such motor vehicle notifies the Property Manager, or a Director, that he or she will be out of town on business or on vacation, or that he or she will be hospitalized for an extended period of time. In such instances, and only in such instances, may the property manager or a director issue such lot owner or tenant of such lot owner an extension pass, not to exceed thirty (30) days. Failure to do so shall subject the motor vehicle to the seven (7) days provisions set forth in this paragraph and the towing sanction specified. Such extension pass must be taped to the front window of the motor vehicle so as to be clearly visible at all times.

11. Prohibition of Auto Repair and/or Maintenance:

- a) No repairs or maintenance of any motor vehicle shall be performed on any Association Court, including the overflow lots set forth in paragraph 7, above, nor on any village street, sidewalk, or any other common areas. For the purpose of this paragraph the phrase. "repairs or maintenance" shall mean any repair or maintenance of a motor vehicle but shall not prohibit repair of flat tires. The Association may avail itself of the remedies specifically stated in Subsection 16 of these Parking Rules which provides for towing and/or imposition of a fine or fines. In addition, the Association may suspend Association privileges upon a finding of guilt for a period not to exceed thirty (30) days as provided in Section X of the Rules and Regulations of The Oaks Improvement Association.
- b) The fine for a first violation of this Rule shall be one hundred dollars (\$100.00) upon a finding of guilt following a hearing held in accordance with the enforcement provisions contained in Section X, of these Rules and Regulations.
- c) The fines for a second violation of this Rule shall be two hundred and fifty dollars (\$250.00) upon a finding of guilt, and the fine for a third and all subsequent violations of this Rule shall be five hundred dollars (\$500.00) upon a finding of guilt.

12. Commercial Vehicles, Mobil Homes, Camper, Boats and Trailers.

Village of Streamwood ordinances prohibit motor vehicles over (5) tons gross weight from being parked on any street or court. Such motor vehicles are subject to immediate towing without warning or prior notice. Additionally, mobile homes, campers, boats, or trailers will not be allowed within the Association property without special written permission from the property manager or a director. Such permission shall be for a period not to exceed seven (7) days. This provision is to recognize that certain situations arise where the owners of a mobile home, camper, boat, or trailer needs to bring such personal property onto the property for short periods of time.

13. Automatic Towing Policy.

The Association has an **automatic towing policy**. Variations and/or exemptions cannot and will not be granted by any director or the property manager unless such variation or exemption is specifically provided for in these Parking Rules.

14. Towable Violations:

By way of example only, and not as an all-inclusive list, the following violations will subject an offending motor vehicle to immediate towing:

- a) Parking on sidewalks, fire lanes, grass, parkways, medians, the basketball, skating or other recreational court, or behind the large dumpster in the Pool House parking lot.
- b) Parking in a numbered parking space without displaying either the assigned OIA Parking Decal for that parking space, a Guest Pass, or other Temporary Parking Pass.
- c) Parking in a numbered parking space other than the numbered space corresponding to the OIA Parking Decal permanent registration number displayed on the vehicle.
- d) Parking an unlicensed motor vehicle on any court (including overflow lots).

- e) Parking an inoperable motor vehicle, or a vehicle leaking fluids, on any court (including overflow lots). The property manager, or their designee, may request the owner of any motor vehicle believed to be inoperable to demonstrate that such motor vehicle may be started and moved in accordance with roadway laws of Illinois and Streamwood ordinances. Refusal to comply with such request shall be considered as an indication that the motor vehicle is inoperable and shall constitute grounds for immediate towing of the offending motor vehicle.
- f) Storing a motor vehicle in any overflow lot for a period in excess of seven (7) days without obtaining an extension pass.
- g) Parking outside of the designated parking lines or straddling the parking lines so as to take up two (2) parking spaces.
- h) Double parking behind motor vehicles parked in the regularly marked parking spaces.
- i) Parking in front of fire hydrants anywhere on Association property.
- j) Parking in any manner that obstructs walkways.
- k) Parking in any space specifically designated as a No Parking area or as a parking space reserved for Association personnel.
- l) Abandoning a motor vehicle on any Association court (including overflow lot).
- m) Failure to remove a motor vehicle from any court after a notice has been distributed where the failure to move such motor vehicle interferes with scheduled maintenance projects.
- n) Parking in an Association overflow lot without displaying the required vehicle decal or pass.

The Oaks Improvement Association assumes no liability nor responsibility for damage to any motor vehicle parked within its boundaries, nor for any damage to any motor vehicle removed by towing as a result of violating any of these Parking Rules.

Any motor vehicle that is towed from Association property as a result of a violation of these Parking Rules will subject the owner of such motor vehicle to a towing charge and storage fees as set forth by state law. Such towing fees and storage charges are set by the towing company in accordance with state law and not by the Association. The Association receives no portion of such towing fees or storage charges.

In the event that the Association incurs a towing fee or any storage charges, and the owner of the towed motor vehicle can be identified, the Association has the right under its Declaration and By-Laws to charge such fees back to the lot owner. Such fees shall become a lien upon the lot in question and shall be collectible in such manner as provided by Association Rules and Regulations and applicable state law. In the event that the towed motor vehicle is the property of the lot owner's tenant and not the actual lot owner, then the Lot Owner shall be given prior, written notice of the Association's intent to charge back such towing and/or storage fees and shall be given an opportunity to be heard prior to the actual charging back of such fees.

15. Prohibition of Three (3) Cars on Courts.

No lot owner, or tenant of such lot owner, shall have more than two (2) cars parked on Association courts at one time. For example, if you own two (2) cars you would normally park both cars on your court. However, if you invite a Guest to your home that Guest will park in your assigned, numbered space displaying a Guest Pass matching your numbered space. One of your cars can remain on your court, while your other car must leave your court and be parked in one of the Overflow Lots or on the village street. At no time may three (3) cars associated with your lot be parked on Association courts at one time (except on those lots designated as overflow lots).

16. Association Remedies.

The OIA may take any or all of the following actions against those who violate these Parking Rules:

- a) Towing of the offending vehicle by the Association's Towing Contractor, and/or
- b) Imposition of a fine or fines in accordance with Section X of the Rules and Regulations of the OIA.

17. Amendments.

These Parking Rules may be amended or modified by the Board of Directors of the Association in their sole and absolute discretion to protect the safety and welfare of Association members, tenants, and guests in accordance with the Declaration and By-Laws of the Association.

VIII. RULES RELATING TO LEASES, TENANTS AND NON-RESIDENT OWNERS

1. The Village of Streamwood requires all rental property owners be licensed (renewed yearly). A current copy of said license must be on file with the Association.
2. All owners who do not reside in a lot owned by them shall provide the Board with their permanent residential address and phone numbers where they may be reached in an emergency (both home and work). Any expenses of the Board incurred in locating an owner who fails to provide such information shall be assessed to that owner as a common expense. Unless otherwise provided by law, any owner who fails to provide such information shall be deemed to have waived the right to receive notice at any address other than the address of the lot. The Board shall not be liable for any loss, damage, injury, or prejudice to the rights of such owner caused by any delays in receiving notices resulting there from.
3. No owner may lease less than the entire lot nor may the lot be leased for transient or hotel purposes. Every lease must be for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months.
4. Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws and the Rules and Regulations of the Association as required by the Declaration as amended from time to time hereafter. Any owner who has leased a lot without a written lease shall, within thirty (30) days after the effective date of these Rules and Regulations reduce the lease agreement in writing in a form which complies with all the provisions of these Rules and Regulations.

5. Every owner intending to lease a lot shall give prior notice to the Board of such intention, whereupon the Board or the board's duly authorized agent(s) shall provide the owner a tenant information sheet, a rider to lease which shall be added to the lease and shall be signed by all the parties executing the lease.
6. Any owner who intends to lease their unit are required to include in any written lease agreement a provision that the agreement is subject to the association's governing documents, and that a violation of any of the governing documents constitutes a violation of the lease by the tenant.
7. Each owner shall be responsible for providing his or her tenants with copies of the Declaration, By-Laws, and the Rules and Regulations. In order to lease at the Oaks the following documentation is required prior to occupancy and signed by all properties to every lease of any lot on the property:
 - Rental License from the Village of Streamwood (renewed yearly)
 - Original lease between Owner and Tenant
 - Tenant Information Sheet
 - Rider to Lease

Any expenses incurred by the Association in obtaining these documents shall be assessed to the owner responsible as a common expense.

8. If a tenant violates any provision of the Declaration, By-Laws, and the Rules and Regulations the Board, in its discretion, shall determine what action or actions should be taken against the owner, the tenant, or both.
9. All expenses incurred by the Board of Directors in enforcing any violations of these rules relating to lease, tenants and non-resident owners, including attorney's fees, shall be assessed to the account of the owner responsible as a common expense.

IX. RULES, POLICIES AND PROCEDURES REGARDING ENFORCEMENT

1. Violation Report

Any complaint which alleges a violation of the Declaration, By-Laws, and the Rules and Regulations shall be made in writing and shall contain substantially the same information as set forth in the violation report. In the event the violation report is not used the complaint must include at a minimum the following:

- a) The name, address, and phone number of the complaining witness.
- b) The owners, tenants, or guest's name and the address of the home where the offending party resides.
- c) The specific details or description of the violations, including the date, time and location where the violation occurred.
- d) A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearing or trial which may be necessary.
- e) The signature and address of the complaining witness and the date on which the complaint is made.

Whenever possible, the association recommends that photographs, videotape or tape recordings be taken to illustrate the nature of the violation. Any such evidence should be sent in with the violation report or forwarded as soon as possible. The name of the person who took the photographs, video tape or tape recording and the date on which it was taken or made should be included.

2. Notice of Violation

When a complaint is made pursuant to the above, the person charged with the violation will be given a written notice of violation informing him or her of a time and place where the violations committee will conduct a hearing to review the complaint. At the time specified in the notice of violation the violations committee will conduct a hearing on the complaint. The hearing will proceed with or without the presence of the accused so long as notice has been sent in advance of the hearing date. After the hearing has been concluded the violations committee will present its finding for disposition at the next regularly scheduled board meeting.

3. Hearing on Violation

In order to provide a fair and impartial hearing for all residents accused of violations of the Declaration, By-Laws, and the Rules and Regulations the following procedures have been adopted by the Board of Directors:

- a) The hearing shall commence on the date, time, and place specified in the notice of violation.
- b) Failure of any party or witness to appear will not delay or cancel a hearing unless the board or its duly authorized agent(s) have been notified in advance of a request for postponement and there is sufficient time for the board to notify all parties of the new date.
- c) The violations committee shall designate a chairman. The Association reserves the right to appoint any individual to the violation's committee or as chairman, including the association attorney. The chairman will direct the proceedings and strictly follow the agenda.
- d) The hearing will then be adjourned and all parties excused. The violations committee will deliberate in private and prepare a written recommendation to be given to the Board of Directors to be revised and voted upon at the next regularly scheduled board meeting. The violations committee can recommend a fine, legal action, a strong letter of warning, or a find of not guilty to the Board of Directors.
- e) The Board will vote to accept, reject or modify the recommendations of the violations committee.
- f) The Board's decision will be sent to the accused in writing with copies to the complaining witness(es) after the board meeting.

4. Board Determination

Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board of Directors has completed its determination. Notification of the Board of Directors' determination shall be made in writing and mailed to the accused and a copy of such notification letter shall be permanently filed in the Association's books and records.

5. Payment of Charges

Any owner assessed hereunder shall pay any charges imposed within thirty (30) full days of notification that such charges are due. Failure to make the payment on time shall subject the lot owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the lot owner's account, shall become a special assessment against the lot and shall be collectible as a common expense in the same manner as any regular or special assessment against the lot.

6. Fines and/or Penalties

If an owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws, and the Rules and Regulations of the Association the following shall occur:

- a) If found guilty of a violation the owner shall be notified of the finding by the Board of Directors or its duly authorized agent(s) that the violation has occurred.
- b) If a specific fine or penalty for the violation in question is set forth in the Declaration, By-Laws or these Rules and Regulations the board shall impose such fine or penalty.
- c) If a specific fine or penalty is not set forth in the Declaration, By-Laws, or these Rules and Regulations and the finding of guilt is for a first violation, the Board may, in its discretion elect to impose a fine or issue a written warning.

A. First Violations:

With respect to a first violation the Board shall consider the seriousness of the offense, the length of time the rule or regulation has been in effect, the length of time the violator has owned or been a resident in the Association, whether the violation was committed by an owner, tenant or guest and if not committed by an owner, the extent of control the owner had or should have had over the conduct of the tenant or guest and any other appropriate factors.

If the Board, after due consideration, chooses to impose a fine the amount for a first violation shall be an amount not less than \$25.00 to \$100.00. Violations of a continuing nature may also be fined at a rate of not less than \$10.00 per day for each and every day until the violation has been abated or eliminated and the Association has received notice of such abatement or elimination of the violation.

B. Second Violations:

With respect to a second violation of the same rule or regulation the Board shall have no discretion and upon a finding of guilt, following a hearing in accordance with this section shall impose a fine. The fine with respect to second and all subsequent violations of the same rule or regulation shall be not less than \$50.00 to \$250.00. Violations of a continuing nature may also be fined at a rate of not less than \$20.00 per day for each and every day until the violation has been abated or eliminated and the Association has received notice of such abatement or elimination of the violation.

C. Imposition and Payment of Costs:

If found guilty of any violation including a first violation the notice of determination shall also require the owner to correct any damage or any unauthorized condition on the property for which the owner has been found liable and to pay any legal expenses and administrative costs incurred by the Association as a result of the enforcement of these Rules and Regulations.

D. Architectural Control Violations:

In the event of a violation of the architectural control provisions of the Rules and Regulations the owner upon a finding of guilt, will be given one (1) written notice of an opportunity to correct the violation. Such notice will describe with particularity (a) what repairs need to be done to remedy the violation or (b) what unauthorized additions or alterations need to be removed and the property returned to its original condition. The owner shall have a period of twenty-one (21) days to affect the necessary repairs and/or remove unauthorized additions or alterations and perform necessary restoration work.

In the event the architectural control violation has not been corrected within the twenty-one (21) day period noted above, the Association will proceed to have the violation corrected and the owner will be assessed for the full cost of labor and materials required to effect such correction.

In addition to the foregoing assessment of labor and material and in order to encourage owners to correct architectural control violations at their own time and expense and in order to compensate the Association for the administrative expenses involved in supervising any such correction the Association will assess and the owner who forces the Association to correct an architectural control violation an additional administrative charge of (\$100.00) or (10%) of the cost of labor and material, whichever is greater.

7. REMEDIES:

The remedies hereunder are not exclusive and the Board may in addition take any action provided at law, in equity or in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

X. CRIME-FREE LEASING RULES AND REGULATIONS.

- I. It is the owner's responsibility to comply with the following:
 - A. The owner must provide the Association with a copy of the lease and Crime Free Lease Addendum, executed by the tenants not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first. The lease must include the names of all of the residents of the unit. All tenants must be provided a copy of the Declaration, By-Laws, Rules and Regulations upon executing a lease for the unit. All leases must be in writing and for a period of not less than twelve (12) consecutive months nor more than twenty-four (24) consecutive months. All leases must be in conformance with, and make specific reference to, the legal documents of the Association.
 - B. The Association is a crime free community. Every investor-owner must consider the following before leasing his/her unit:
 1. Owners must notify prospective tenants that the Association is a crime free community.
 2. Owners must show prospective tenants the Crime Free Lease Addendum. This addendum must be initialed by prospective tenants to indicate they have seen it prior to completing the application.
 3. Owners must obtain a completed lease application from prospective tenants and provide a copy to the Board of Directors no less than ten (10) days prior to occupancy of the unit. (A copy of this application is available through the Association's management company or the Board of Directors.)

4. Owners must obtain a criminal background check on prospective tenants and every person moving into the unit, providing a copy to the Board of Directors no less than ten (10) days prior to occupancy of the unit. Owners must submit proof to the management company that this was done prior to the tenant moving into the unit.

A VIOLATION OF THE FOREGOING SECTIONS A AND B, 1 THROUGH 4, MAY RESULT IN A FINE OF \$100.00, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

5. Discrimination on the basis of age, race, color, creed, national origin, or sex is not allowed.
6. If a tenant violates the Declarations, By-Laws, or the Rules and Regulations of the Association the owner shall also be held responsible.
7. Owners may not rent their units to any person or persons who have a) ever been convicted of any violent criminal activity; b) been convicted of a drug-related criminal activity within the last five (5) years; or c) been convicted of any form of aggravated sexual assault or been adjudicated a registered sexual offender. "Violent criminal activity" is defined as any felonious criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another. "Drug-related criminal activity" is defined as the illegal manufacturing, sale, distribution, use or possession with the intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substances Act [21 U.S.C.802]).

A VIOLATION OF THE FOREGOING SECTION B, 5 THROUGH 11, MAY RESULT IN A MINIMUM \$100.00 FINE FOR THE FIRST VIOLATION, \$250.00 FOR THE SECOND VIOLATION AND \$500.00 FOR THE THIRD AND EACH SUBSEQUENT VIOLATION, AFTER NOTICE AND AN OPPORTUNITY FOR A HEARING.

II. Anytime a crime is committed on the Oaks Improvement Association property which involves a resident, tenant, guest or an invitee of a tenant, resident or guest the following fines may be assessed to the owner of the respective unit involved, after notice and an opportunity for a hearing:

A. Activities on this property such as, but not limited to, disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), party out-of-control; after notice and an opportunity to be heard on the matter:

1st offense **\$100.00**
2nd offense **\$250.00**
Thereafter **\$500.00**

B. Activities on this property such as, but not limited to, domestic violence, child abuse, assault, burglary, theft, public drunkenness (including minors), possession of illegal drugs, minors in possession of alcohol, DUI, possession of stolen property; if supported after notice and opportunity to be heard on the matter:

1st offense **\$250.00**
Thereafter **\$500.00** per incident

- C. Activities on this property such as, but not limited to, manufacturing or distributing illegal drugs, any crime related to gang activity, illegal possession of firearm or weapon, discharge of a firearm, aggravated assault, arson, kidnapping, murder; if supported after notice and opportunity to be heard on the matter:

1st offence and thereafter **\$1,000.00** per incident

- III. In addition to any other remedies, by filing an action jointly against the tenant and the unit owner, the Association may seek to enjoin a tenant from occupying a unit or seek to evict a tenant under the provisions of Article IX of the Code of Civil Procedure for failure of the lesser-owner to comply with the leasing requirements prescribed by the Declaration, By-Laws, and Rules and Regulations of the Association. The Board of Directors may proceed directly against a tenant, at law or in equity, or under the provisions of Article IX of the Code of Civil Procedure, for any other breach by the tenant of any Covenants, Rules, Regulations, or By-Laws of the Association.
- IV. Fines for actions of individuals may be mitigated on a case by case basis (depending on the severity of the matter or damage and positive action taken regarding correction), with any decision made to be in the discretion of the Board and its decision shall be final and binding.
- V. All fines, costs, legal fees, and other expenses of the Association in connection with any violation under these rules shall be assessed to the account of the unit owner responsible.

XI. AMENDMENTS

In accordance with the By-Laws of the association these rules and regulations may be amended from time to time as deemed advisable by the board with regards to the use, enjoyment, administration, management, maintenance, conservation and beautification of the common areas and to protect and promote the health, comfort, safety and general welfare for the owners and occupants of the property. Prior written notice of such amendment or amendments shall be give to all owners affected thereby specifying the effective date of such amendment or amendments.