

**GREENWICH
SQUARE
CONDOMINIUM
ASSOCIATION**

**RULES &
REGULATIONS**

Approved September 2008

Table of Contents

<i>Preface</i>	3
1. Introduction	4
2. Definitions	5
3. General Rules	6
Antennas	
Backflow and Fire Alarm Testing	
Basketball Hoops and Playground Equipment	
Canopies, Gazebos, Etc.	
Clotheslines	
Construction and Renovation	
Construction Guidelines	
Expansion of Endicott-Model Decks	
Hose Bibs Installation	
Installation of Stepping-Stones	
Moving "PODS"/Storage Containers	
Patio Addition at Greenwich Square	
Retractable Patio Awnings	
Contractor Working Hours	
Flags	
Garbage	
Grills	
Insurance	
Landscape Alterations	
Lighting and Holiday Decorations	
Noise	
Nuisance	
Parking	
Pets	
Rental Information	
Satellite Dishes	
Sight Distance at Intersections	
Signs	
Trailers, Sheds and Temporary Structures	
Vandalism	
Window air conditioning units	
Window and Door Replacement	
Yard Decorations	
4. Violations & Fine Policy	14
5. Assessments	16
6. Sale of Units	17

PREFACE

These Rules and Regulations have been adopted with the intent of providing the residents of the Greenwich Square Condominium Association with a practical plan for day-to-day living. Its goal is to maintain our community as a premier community and provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of owners who exhibit a pride of ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Greenwich Square Condominium Association runs with ownership of your unit. Each buyer of a unit within the Association is bound by the governing documents of the Association that include the Declaration of Covenants, Conditions and Restrictions and the By-Laws (as amended from time to time).

Unit Owners are asked to consider the following:

- Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declaration and By-Laws, which exist for the benefit of our community and help to maintain our property values.
- If you are found in violation and are fined, this action is taken because the Unit Owners of the Greenwich Square Condominium Association consider it to be just and proper and in the best interests of the Association.
- Effective application of the Rules and Regulations requires the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complain can be filed with the Board. Each resident's cooperation and participation is encouraged.

SECTION 1 - INTRODUCTION

- 1.1 The following Rules and Regulations flow from the Declaration of Covenants, Conditions, and Restrictions. It is not the intent of these Rules and Regulations to be a substitute for the Declaration and By-Laws.
- 1.2 To the extent that the provisions of applicable law (federal, state or local), the aforesaid Declaration, By-Laws of the Rules and Regulations are in conflict, the provisions of the applicable law shall take precedence, followed by the provisions of the Declaration and By-Laws, and then the Rules and Regulation.
- 1.3 These Rules and Regulations are binding on all Unit Owners, residents/tenants, their families, guests, invitees and agents. The Unit Owner is responsible for compliance with the rules and Regulations and will be liable for fines incurred and./or damages caused.
- 1.4 The provisions of these Rules and Regulations can only be amended by vote of the Board of Directors in an open meeting following notice to the community of a pending change and allowing for a public comment at the meeting.

SECTION 2 - DEFINITIONS

2.1 Association

Refers to the Greenwich Square Condominium Association.

2.2 Assessments

The amount due from each Unit Owner to fund common expenses

2.3 Board of Directors

Consists of five members of the community elected by the Greenwich Square Condominium Association Unit Owners. They are responsible for the direction and administration of the Greenwich Square Condominium Association. Each member of the Board shall be a Unit Owner. The Board of Directors is hereinafter referred to as the "Board".

2.4 By-Laws

Contains regulations for the administration and management of the Greenwich Square Condominium Association.

2.5 The Declaration of Covenants, Conditions and Restrictions

The Declaration of Covenants, Conditions and Restrictions has been recorded with Kane County against all properties within the Greenwich Square Condominium Association. It is a legal document that creates the plan for the Association and provides for deed, covenants and restrictions of Unit Owner's rights. It sets up the relationship between the Unit Owners and the Greenwich Square Condominium Association and binds Unit Owners both present and future. Hereinafter referred to as the "Declaration".

2.6 Common Area or Common Elements

Those portions of the community under the direction and control of the Declaration, By-Laws and these Rules and Regulations.

2.7 Common Elements

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

2.8 Limited Common Elements

Limited Common Elements means a portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, terraces, patios and parking spaces or facilities.

2.9 Property Manager or Managing Agent

A professional hired by the Board of Directors to manage the day-to-day affairs of the Greenwich Square Condominium Association.

2.10 Properties

All real property, common and private, within the Greenwich Square Condominium Association as defined in the Declaration.

2.11 Unit Owners

Unit Owners are the Owner(s) of record, beneficial Owners or beneficiaries of any trusts holding title to property in the Greenwich Square Condominium Association. All Unit Owners must provide an address where written notices and assessment statements can be sent if other than the property address. Unit Owners are hereinafter sometimes referred to simply as "Owners".

SECTION 3 - GENERAL RULES

3.1 Antennas

A. Description: All satellite dishes, antennas, and other over-the-air reception devices must be located on a patio or balcony and cannot be installed on the Common Elements.

- a. 39 inches or less in diameter
- b. Of a standard color, which includes shades of black, gray and beige

B. Location and Installation:

The installation of satellite dishes, antennas, or other over-the-air reception devices will not be permitted on the roof, siding, window frame, window shutter, fence or other location deemed to be a Common Element.

Any satellite dish, antenna, or other over-the-air reception device installed in, on, or over an area considered as "Common Element" property must meet the following requirements:

a. Grounds

Any satellite dish, antenna, or other over-the-air reception device must be installed on a black pole, nor more than two inches in diameter or 12 feet high, in an existing mulch bed, and;

Any satellite dish, antenna, or other over-the air reception device cannot be installed in an area that obstructs the window view of any unit, other than the requesting unit owner's unit.

b. Balconies

- i. Whenever possible, the satellite dish, antenna, or other over-the-air reception device should be installed in a location under the requesting unit owner's balcony, unless the patio of another unit owner is directly below the requesting unit owner's balcony, and;
- ii. The satellite dish, antenna, or other over-the air reception device should protrude no more than two feet from the point of attachment on the unit or building over common area property.

c. Installers

- i. All satellite dishes, antennas, or other over-the-air reception devices must be installed in a safe and proper manner to protect the safety of persons and to preserve and protect the structural integrity of the building.
- ii. If the requesting unit owner utilizes the services of a professional installer, the installer must be adequately insured and bonded. The Association reserves the right to inspect the installation to ensure that work has been done in a safe and proper manner and in such manner as to preserve and protect the structural integrity of the building. The Association further reserves the right to require changes in the event that the installation does not meet these requirements.

d. Damages

The unit owner who installed or who authorized the installation of a satellite dish, antenna, or other over-the-air reception device will be responsible for any and all damages to the common area property due to the use of installation of such device.

NOTE: Any approved rule or regulation regarding over-the-air reception devices that violate the Federal Communications Commission rule 47 C.F.R Section 1.4000 is void.

3.2 Backflow and Fire Alarm Testing

A. Background

- a. The City of Geneva requires that all backflow valves be tested and certified annually.
- b. Other test may be required at various times by the City, County or State.

B. Testing Schedule

- a. Backflow and Fire Alarm tests will be scheduled and all Owners notified not less than fourteen (14) days prior to the inspection.
- b. If the Owner does not make their unit available for inspection and the designated time, they will be required to obtain their own test and certification within thirty (30) days of the original scheduled date.

C. Costs/Reimbursements

- a. Backflow and fire alarm testing are paid for by the Association.
- b. When the Association is presented with the certificate of inspection and invoice the Owner will be reimbursed at no more than the association contracted for price (this applies to those instances where the Owner was not available at the designated time and obtained his or her own test as required above).
- c. Any fine for non-compliance from the City of Geneva will be assessed to the Owner if he or she fails to allow for the inspection at the scheduled time.

NOTE: As per the Declaration of Condominium Ownership for Greenwich Square Condominium Association, Article 3.01(f), Owners are responsible for any necessary repairs required by the inspections.

3.3 Basketball Hoops and Playground Equipment

- No basketball hoops or portable basketball standard are allowed. However, portable basketball standards that are capable of being stored in the garage when not in use are acceptable. No basketball hoop or portable basketball standard may be left outside when not in use.
- Swimming pools must be in the rear yard and must be emptied nightly and properly stored. Any damage to the lawn will be the unit owner's responsibility to repair.
- Trampolines are strictly prohibited.

3.4 Canopies, Awnings, Etc.

- Canopies, awnings, gazebos, pergolas or enclosures of any type are strictly prohibited.

3.5 Clotheslines

- Laundry drying equipment shall not be erected or used outdoors, whether attached to a building or structure or not.

3.6 Construction and Renovation

- A. Residents wishing to renovate or make major repairs to their units must submit a written design of outline of planned work to the Board of Directors and include the following information:
 - a. Contact number in case of an emergency
 - b. Set of keys or waive and release as to the Board gaining entry to the unit in case of an emergency, to be held by the Board President until work is completed
 - c. Copy of City of Geneva building permit, if applicable.
- B. If you require the use of a trash dumpster, you must comply with the following requirements:

- a. Request pre-approval for the dumpster from the Board of Directors before placing the order
 - b. Once approval is received, you must send a check for \$500.00 as a deposit against any damage to your driveway caused by the dumpster
 - c. Once the dumpster has been removed, the driveway will be inspected. If there is damage, the Association will have the repairs made and use your deposit for this repair. If the damage is in excess of the \$500.00 deposit you will be billed for the extra cost. If there is no damage, the full \$500.00 deposit will be returned to you.
- C. Construction work on Owner units can be performed the owner, or an outside contractor, during the following hours:
- a. Monday through Saturday 7:00 AM to 10:00 PM
 - b. Sunday 9:00 AM to 7:00 PM

3.6 Construction Guidelines

A. Guidelines for the Expansion of Endicott-Model Decks

Upon approval of the Board of Directors, porches may be expanded provided the following specifications are used:

- a. The existing exit stair must be removed. The deck may then be expanded to the outer edge of the removed stair using new structural members and decking. A new structural support post must be installed on a pier that goes below the front line located where the removed stair exited the ground. At this location, but at the end of the expanded deck, a prefabricated steel spiral stair must be installed to comply with the exit requirement of the home.
- b. Detailed Architectural/Structural Drawings must be shown to the Board of Directors for approval and then submitted to the City of Geneva for a Building Permit. The Owner is responsible for the costs of construction, clean up and the replacement of any damaged grass or landscaping because of the construction.

B. Guidelines of Hose Bibs Installation

- a. Upon approval of the Board of Directors, hose bibs may be installed between the air condition unit and water meter (or the inside corner of the area and the water meter) on the mechanical wall located under the porch of the Cromwell Model.
- b. The location of the water meter varies with some being closer to the air conditioner to allow for installation at the corner of the intersection of the entry way and garage and some being close to the corner. The hose bib must be two (2) feet above grade and tie into the Owner's water system. A licensed plumber must accomplish the installation and the Owner is responsible for the cost of installation, clean up and replacement of any damaged landscaping because of the construction.

C. Guidelines for the Installation of Stepping-Stones

Upon approval of the Board of Directors, stepping-stones are allowed from the sidewalk to the entrance door and in planted areas, provided the following specifications are used:

- a. Concrete stones must be one (1) foot in diameter and of exposed aggregate concrete of earth-tint colors in concrete. The placement of the stones should be from two (2) to four (4) inches apart.

- b. If covering existing grass the grass should be removed and the stones laid on or slightly below the soil so that they do not protrude more than 1" from the soil line for ease of grass cutting. The Owner is responsible for the costs of installation and necessary clean up. Stones should be removed at the time of sale at the expense of the owner unless the new Owner approved of them and their location.

D. Guidelines for Moving "PODS"/Storage Containers

- a. Will be permitted no longer than one (1) week with prior Board approval. Please call the management company for permission before having the POD delivered.
- b. If the container exceeds the seven (7) day limit, it will be removed at the Owner's expenses. If you need additional time, contact the management company and they will ask for special Board approval for a time extension.
- c. Will be allowed if placed only in the Owner's driveway and cannot in any way impede other Owner's access to their driveway, garage or home in any way.
- d. Not permitted to be placed on the street.
- e. The Board reserves the right to inspect the property after removal. The Owner will be billed for any damages resulting from the container. Please call the management company a few days prior to removal of the container so that they can arrange to conduct the damage inspection.

E. Guidelines of Patio Addition at Greenwich Square

- a. Homeowners who wish to make alterations to their patio must complete an Architectural Improvement Association and submit it to the Board of Directors for approval prior to making any changes.
- b. In addition to submitting an Architectural Improvement Application, the Owner must provide pictures and/or drawings of the patio prior to any alterations. Upon approval of the Board of Directors and after the work has been completed, the Owner must provide pictures of the patio alterations.
 - i. General guidelines and requirements:
 - 1. Should not alter the drainage system.
 - 2. Should not exceed the length of the fence.
 - 3. In general, should not exceed twice the square footage of the existing patio.
 - 4. Patio color should be concrete to earth tone colors.
 - 5. Existing plants, trees, or shrubs should not be moved or removed to accommodate the size or shape of the patio.
 - 6. When covering existing dirt and grass the grass should be removed and proper landscaping material should be used to prevent the grass from growing under the patio stone. Fine limestone should be placed under the patio blocks for leveling.
 - 7. Should be installed so as to be level with the abutting grass (no step or trip point) and maintain the existing drain slope.

F. Guidelines for Retractable Patio Awnings

- a. Upon approval of the Board of Directors, retractable patio awnings may be installed providing they are only attached to the frame of the door leading to the patio and are not attached to the siding in any manner.
- b. The dimension of the awning is to be only the width of the door onto the patio and the length can extend only to the outside edge of the patio from the door. The color of the awnings must match the color of the siding and should be

removed in the winter. Damage caused must be repaired by the Owner at the time of sale. The awnings must be designed and installed by a licensed professional.

3.7 Contractor Working Hours

A. Residents who employ contractors to perform services shall not allow the performance of such services weekdays before 7:00 AM and on weekends before 8:00 AM. Contractors shall be allowed to perform services from Saturday 8:00 AM to 2:00 PM only. No contract work should be performed on Sundays. All other hours must be approved by the Board of Directors. All such contract services must terminate each evening no later than dusk. Contact services include, but are not limited to, general construction activities. Services such as snow plowing, snow removal, and emergency repairs to your unit are excluded. Contractor trucks, trailers and all other equipment or materials must be removed from street and driveways each evening unless approved by the Board.

3.8 Flags

- All flag poles must be approved by the Board of Directors prior to installation.

3.9 Garbage

- All rubbish, trash and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-up, garbage cans, recycle bins, and other similar items should be either stored in the unit or the garage.
- Sealed garbage bags, hard containers, and recycle bins may be placed outside for collection no earlier than 6:00 PM the night before collection day. Empty containers are to be removed from the curb by the end of the collection day.
- Construction: A dumpster must be placed on the driveway for not more than five (5) days. Any damage caused by delivery or removal of a dumpster is to be promptly repaired at the unit owner's expense. Please refer to deposit requirements.

3.10 Grills

- Grills must be used far enough away from the unit to avoid any damage to the building, siding or privacy fences.
- Fire pits/open burning are strictly prohibited.

3.11 Insurance

- Owners must provide a Certificate of Insurance to the Association as required by the By-Laws.
- All such policies maintained by the Unit Owner must name the Association as an additional insured.

3.12 Landscape Alterations

A. Description:

- a. Any, and all, alterations to the existing landscape requires prior approval of the Board of Directors. Owners who wish to make alterations to the existing landscaping must fill out and Architectural Improvement Application and submit it to the Board of Directors.
- b. In addition to submitting an Architectural Improvement Application, the Owner must provide pictures or design plans of the landscaping prior to any alteration. Upon approval of the Board of Directors, and after the work has been completed, the Owner must provide pictures of the alterations.

- B. Location of Alterations
 - a. Planting of flowers or installation of a planter (excluding, but not limited to, vine-type plantings) is permitted in existing mulch beds adjacent to the requesting Owner's unit only, upon approval of the Board of Directors.
 - b. Alterations to the location or size of an existing mulch bed, shrub or tree is prohibited.
 - c. Any area covered by grass cannot be altered.
 - d. Planters cannot be attached to any common area or a building structure.
- C. Maintenance
 - a. Maintenance of any landscape alteration is the sole responsibility of the Owner.
 - b. Any alterations not properly maintained will be removed at the expense of the Owner who has the responsibility for such maintenance.
- D. Damages
 - a. The Owner who is responsible for any damages associated with the installation, maintenance, or removal of any landscape alteration will be assessed the related costs.

3.13 Lighting and Holiday Decorations

- Lights and decorations for holidays may be displayed from 4 weeks before the holiday to one week after.

3.14 Noise

- It shall be unlawful for any person to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace of safety of others within the Association.

3.15 Nuisance

- No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Association. No Unit Owner/Resident shall maintain any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, illegal, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties.
- The front and side exterior of units may not be used for storage. Ladders, landscaping materials, tools, etc. must be stored inside the unit or garage.
- Only standard patio furniture, and no other exterior furniture, is allowed in the rear yards

3.16 Parking

- All motor vehicles shall be parked only in garages, or on the driveways, serving the unit. Vehicles displaying advertising, placards or signage, commercial vehicles, tractors, trucks, vehicles higher than Class B, trailers, campers, camper trailers, board and other watercraft and boat trailers may only be parked in garages.
- No vehicles may be parked on the streets, common elements, or in the guest parking spaces for more that forty-eight (48) hours without Board approval.
- Motorcycles must be parked on an impervious surface.
- No parking is permitted on the curbs or sidewalks or landscaped areas.

- All vehicles in possession of a unit owner or resident must be properly registered with the State and must display current license plates.
- All vehicles must be in a good repair and no inoperable vehicle may be stored anywhere on the property except in the unit owner's garage.
- Parking shall not obstruct any sidewalk or the entrance to or exit from any unit.
- Commercial vehicles may park in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial service requested by a resident of the Association.
- Guest parking is reserved for guests only and is not general parking for Unit Owners/Resident use. There is a forty-eight (48) limit on parking of vehicles in the guest parking spaces. Unit Owners may request an extension beyond the forty-eight (48) hour limitation by contacting the Board of Directors through the Management Company. The decision of the Board of Directors on whether or not an extension will be granted is final.

3.17 Pets

A. Restrictions

- a. No animals, livestock, or poultry or any kind shall be raised, bred, or kept in any Unit of the Common Elements, except that dogs, cats, or other usual and common household pets, not to exceed a total of two (2), may be permitted in a Unit.
- b. Dogs, which are household pets, shall at all times whenever they are outside a Unit be on a leash or directly. No pets shall be permitted outdoors at any time without the Unit Owner/Resident. Pets shall not be tied to any tree, shrub, building, fence or stake-in-the-ground at any time.
- c. At no times are pets to be confined on a balcony.
- d. No exterior animal shelters are allowed in any area of the Common elements included Limited Common elements.

B. Cleanup, Repairs, and Damages

- a. Pet owners are responsible for promptly cleaning community property of their pet waste and disposing of it properly into appropriate waste containers. If not cleaned in a timely manner the association will contract for the clean up and bill the Unit owner.
- b. Damage caused by pets to the Common elements or to private property will be assessed to the pet owner (e.g., stained turf, etc.).

C. Miscellaneous

- a. Any pet that is obnoxious (e.g. barking, growling, attacking, etc.) must be calmed down or quieted immediately.

3.18 Rental Information

- A. Any Unit Owner desiring to rent their unit is directed to review the provisions of the Declaration of Covenants and to comply with any and all Board requirements. At a minimum, the Board of Management Company must be provided with a copy of the executed lease agreement along with full and complete information on both the Owner and the tenant(s). All leases must be written and for a term of not less than one (1) year.
- B. Each Unit Owner who rents out a unit must provide the tenant with a complete copy of the Rules & Regulations of the Association. Unit Owners are responsible for the conduct of their tenants and any violations of the Rules & Regulations by a tenant or tenants may result in the imposition of disciplinary action, including fines, on the unit owner and not on the tenant. However, tenants may be subject to eviction under the Illinois

Forcible Entry & Detainer Act if their conduct rises to the level that such actions are proper and necessary in the discretion of the Board of Directors

3.19 Satellite Dishes

- See Section on Antennas.

3.20 Sight Distance at Intersections

- All property located at street intersections shall be landscaped to permit safe sight across the street corners. No fence, wall, tree, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sign problem.

3.21 Signs

A. Restrictions

- a. No "For Rent" signs may be posed anywhere in Greenwich Square.
- b. No signs may be affixed to the buildings or mailboxes.
- c. Advertisement signs for businesses or commercial activities and "No Parking" signs (other than those posted by the Greenwich Square Condominium Association) cannot be posted anywhere in Greenwich Square.

B. Limitations

- a. One "For Sale" sign may be posted inside the unit's window or door. However, one (1) corrugated plastic sign may be displayed in front of any unit if there is no visibility from the street for signs placed in the unit's door(s) or windows.
- b. "Open House" signs are allowed on the common elements on the day of the event and must be removed the same day when the event is over.
- c. Temporary signs allowed should have no more than two stakes into the ground or not more than 1/3 inch diameter. Any damage done to the property must be repaired or the unit owner will be billed for the repairs.

3.22 Trailers, Sheds and Temporary Structures

- No utility shed, shack, trailer, or other structure of a similar nature shall be placed upon any part of the properties.

3.23 Vandalism

- All acts of vandalism to the Common Elements or Common Areas should first be reported to the Geneva Police Department and then to the Property Manager.

3.24 Window Air Conditioning Units

- Window air conditioning units are not permitted to be installed on any unit.

3.25 Window and Door Replacement

- Windows and door replacements must be approved by the Board of Directors.
- Window and door trim replacement must remain white while doors must be Greenwich Square green.
- Window and door replacements must remain the same size.
- Glass block, box, box bay, frosted, casement, etc. windows are strictly prohibited.

3.26 Yard Decorations

- Landscaping alterations need to be submitted to the Board for approval. Please see section 3.26 for full details.

SECTION 4 - VIOLATIONS AND FINE POLICY

4.1 Resident Cooperation

Unless the Board is notified of rules infractions by Owners, the Rules and Regulations cannot be enforced. While the Board does not serve as a police department or referee between disputing Owners/Residents, each Owner's/Resident's cooperation and participation is encouraged.

4.2 Written Warnings and Violations Notices

Written Warnings and Violations Notices are issued by the Board and/or its agents to an Owner allegedly in violation of the Declaration and/or Rules and Regulations who has or whose family members, agents, guests, tenants, invitees or pets have allegedly committed a violation when one of the following occurs:

- The Association received a letter of complaint which (1) includes the name, address and phone number of the complaining witness, (2) The Owner's name and/or address where the alleged violating person(s) resides, and (3) the specific details or description of the violation including the date, time and location where it was alleged to have occurred.
- A Board Member or the Property Manager/Managing Agent issues a witness statement based on his or her own personal observations.

4.3 Written Warnings

Written Warnings for the first offense of a particular Rules will be sent by both regular U.S. mail service, and also be certified mail return receipt requested, or by personal delivery to the Owner of record or occupant. The warning will include specific details of the alleged violation(s) as well as steps that must be taken to rectify the condition and/or the consequences for subsequent violations. Request for a hearing to protest the Written Warning must be made within fourteen (14) business days after receipt of the Written Warning.

4.4 Notice of Violation

If subsequent violation complaints are received relative to the same alleged violation with a one (1) year period of a previous complaint, or if the steps outlines in the Written Warning to correct the condition have not been taken, a Notice of Violation will be sent, by both regular U.S. mail and certified mail return receipt requested, or by personal delivery to the Owner(s). The Notice of Violation will include specific details of the alleged violation(s) with a copy of the amount of the fine to be imposed by default unless a hearing is requested within fourteen (14) business days after receipt of the Notice of Violations.

4.5 Hearings

Provided the Notice of Violation recipient has properly requested a hearing, that Owner will be provided written notice of the time and place where the Board, or its duly authorized agents, will conduct a hearing to review the complaint. At that time, the Notice of Violation recipient will have the opportunity to present a defense to the complaint. All hearings will proceed with or without the present of the Owner(s) who is in alleged violations. The person signing the Witness Statement may be present. The decision of the Board, or its duly authorized agents, shall be submitted in writing within five (5) days of the hearing and such decision shall be binding on all parties.

4.6 Penalties/Fines

RULES AND REGULATIONS VIOLATIONS

Unless different fines and penalties are specifically set forth in these Rules and Regulations for a specific violation of a specific Rules and/or Regulations the following schedule of fines shall apply:

1. First Offense Written Warning
2. Second Offense \$25.00 Fine
3. Third Offense \$50.00 Fine
4. Fourth Offense \$75.00 Fine
5. Legal Action will be undertaken for unpaid accounts of \$200.00, or more, unless otherwise stated in the Rules and Regulations.

ARCHITECTURAL GUIDELINES VIOLATIONS

1. Failure to obtain architectural approval including, but not limited to, requests for modification and approval of new construction plans: \$100.00 per occurrence or modification.
2. Failure to obtain the aforesated architectural approval within two weeks of being fined as set forth in Section (1) above: \$100.00 per month until submitted and approved by the Board.
3. Installations that are not in compliance with the Rules and Regulations will result in a fine of \$200.00 per month until compliance with an approved submittal from the Board.
4. Legal action may be taken for all unpaid accounts of \$200.00, or more, and to enforce compliance with the Declaration and these Rules and Regulations.

COSTS

In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Greenwich Square Condominium Association, The Board of Directors reserved the right to pursue any and all legal and equitable remedies to compel enforcement. Any and all costs and attorney's fees shall be assessed against the offending Owner(s) and shall be a lien against the property until paid in full. Liens may be filed against the property with the Recorder of Deeds of Kane County, Illinois.

SECTION 5 - ASSESSMENTS

- 5.1 Assessments are currently billed on a monthly basis. The assessment statement are due on the first (1st) of each month. It is the Owner's responsibility to pay the assessments on time and provide a current billing address if other than the unit address.
- 5.2 Special assessments, if any, are billed as directed by the Board.
- 5.3 A late charge of \$25.00 will accrue on the fifteenth (15th) of the month in which the assessment is due and owing.
- 5.4 The Association will issue a statement to any delinquent Owner past the due date for receipt of the assessment and/or special assessment.
- 5.5 Sixty (60) days after the assessment is due and remains unpaid, a delinquent Owner may receive a thirty (30) day payment demand notice from the Association's attorneys.
- 5.6 In the event of non-payment from the Owner after the aforestated thirty (30) day period, the Association attorneys will prepare and file a lien against the Owner's property at the Recorder of Deeds of Kane County, Illinois, and proceed with collection. Once the lien is satisfied it is the Owner's responsibility to request a Release of Lien from the Association and record the same at the Recorder of Deeds of Kane County, Illinois.
- 5.7 In the event of extenuating circumstances, the Board shall have the authority to credit any and all late charges which may have been added to an Owner's account.
- 5.8 Owners who are delinquent will be responsible for any an all attorney's fees and costs incurred in collecting unpaid assessment, fines or other monetary penalties.
- 5.9 Any Owner who submits a check that is returned by the bank for insufficient funds will be charged a fee of \$20.00 and/or any costs charged to the Association by the bank.

SECTION 6 - SALES OF UNITS

- 6.1 A selling Owner must supply a prospective Owner with copies of the Declaration, By-Laws and rules and Regulations of the Association so that they are familiar with the provisions contained therein. Copies of the documents may be obtained from the Association for a fee.
- 6.2 The selling Owner must provide the Board, or its duly authorized agent, with a copy of the sales contract, the names and address of the prospective Owner, as well as a forwarding address and telephone number for themselves.
- 6.3 Upon fifteen (15) days notice and upon written documentation that paragraphs 6.1 and 6.2 have been complied with, the selling owner may request a closing letter from the Board, or its duly authorized agent, setting forth the amount of any unpaid assessment, if any, status of violations against the subject property, and any other charges that may be due and owing.