

Harvest Hills Condominium Association

Rules and Regulations

3/31/04

Harvest Hills Condominium Association Rules and Regulations

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I. Purpose of Rules and Regulations

The development of the rules and regulations took into account the unique qualities of Harvest Hills and the trust placed in the Board of Directors to maintain a high quality of workmanship in the town homes and property. Adherence to these rules and regulations will help in making our community a friendly and comfortable place to live.

Nothing in the following pages is new or revolutionary. The Harvest Hills rules and regulations exist in similar form in many Associations. They are intended solely to address unpleasant exceptional situations considered common in town home communities. When adopted, they will give our Board the tools necessary to help achieve and maintain a community where property values rise rather than decline. The rules and regulations are written to the few exceptions, but those few by their actions can have an adverse impact on the community as a whole.

Please understand the following:

1. All costs related to enforcement of the rules and regulations, including attorney fees, are the responsibility of the unit owner.
2. Homeowners are not to instruct one of the Association's contractors (landscapers, painters, carpenters, etc.) to perform a task for which the contractor has not been contracted.
3. All rules, regulations, and restrictions in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth herein.
4. The rules and regulations are binding on all owners, residents, their families, guests, and tenants. Exceptions to the rules may be made only in writing, signed by the Board following a written request by the owner.

Management Company

The Board of Directors hires a management company to handle the day-to-day business of the Harvest Hills Condominium Association. The management company is under contract and, in general, is responsible for the conduct and performance of all maintenance and services contracted and paid for through your Association. For emergency situations questions, and requests for maintenance, please contact the management company.

II. Definitions

The following terms and words used in the Rules and Regulations, Declaration, and By-laws are defined as follows:

- Association – The Association of all Unit owners acting pursuant to the Bylaws, through its duly elected Board.
- Board – The Board of Directors of the incorporated Association.
- Buildings – All structures, attached or unattached, containing one or more Unit.
- Bylaws – the Bylaws of the Association.
- City – The city shall mean and refer to the City of St. Charles.
- Common Elements – All portions of the Property, except the Units, including limited common elements, unless otherwise specified, and including but not limited to cul-de-sac islands and open areas deeded to the Association, if any, and the temporary and future permanent detention/retention areas, the wetland area and the buffer associated with the wetland area on the south end of the north half of the property and any entrance monuments and landscaping associated with it.
- Common Expenses – The proposed or actual expenses affecting the Property, including Reserves, if any, lawfully assessed by the Board.
- Limited Common Elements – That 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 patios and parking spaces or facilities.
- Maintenance Fund – All monies collected or received by the Association pursuant to the provisions of the Declaration and Bylaws.
- Occupant – A person, or persons, other than a Unit Owner, in possession of a Unit.
- Parking Area – That part of the Property provided for parking automobiles, other than the driveways serving a particular unit.
- Property – All land, property, and space comprising the lots or lots, all improvements and structures erected, constructed, or contained therein or thereon, including the Building and all easements, rights, and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit, and enjoyment of the Unit Owners.
- Reserves – Those sums paid by Unit Owners that are separately maintained by the Board for purposes specified by the Board.
- Unit – Any part of the property designed and intended for any type of independent use and which is designated as a Unit.
- Unit Owner – The person or persons whose estates or interests, individually or collectively, aggregate fee simple absolute ownership of a Unit and its appurtenant undivided ownership interest in the Common Elements.
- Voting Member – The person entitled to exercise all voting power in respect to each Unit Ownership.

III. Unit Owner or Association Responsibility Checklist

	Association Responsibility	Unit Owner Responsibility
Air Conditioning Unit		X
Patio		X
Driveways-repair and maintenance (with exception of sealcoating)		X
Dryers/Vents		X
Exterior Building Surfaces – siding	X	
Exterior Doors, Frames, Jambs, and windows and screens		X
Front porches/Stoops	X	
Front walks (up to edge of stoop or building) – repair and maintenance and replacement	X	
Garage door—panels and all mechanical devices		X
Gutters and downspouts	X	
Insurance – individual units		X
Landscaping and snow removal	X	
Lighting fixtures of unit – exterior	X	
Light bulbs in exterior fixtures		X
Painting/staining exterior of buildings, including doors, porches, and patios	X	
Party wall – damage due to negligence or accidental damage due to owner (See Note A)		X
Party wall – damage due to normal wear and tear, fire, or casualty (See Note B)		X
Roof	X	
Sewer service from unit to nearest outdoor clean-out		X
Sewer service past clean-outs	X	
Storm doors		X

Note A: The cost to restore property shall be solely borne by the owner responsible for the damage to the wall

Note B: The cost to restore party wall to its original condition shall be shared by the owners of the units contiguous to the party in proportion to their use of the wall.

IV. Assessment Collection Policy

- A. Assessments are due on the first of every month. If payment is not received by the 15th of the month, the account will be charged a \$25.00 late fee and the owner/occupant will be sent a statement notifying them of this charge. If payment of the assessment and late fee is not received within 60 days of the initial due date, the account will be charged an additional \$25.00 administration charge and the account will be submitted to the Association's attorney for legal action. The attorney will send the owner/occupant a final 'Notice of Statement.' Failure to pay any fee, charges and any unpaid balance by the date stated in the final 'Notice of Statement' letter will result in court action being taken against the owner/occupant. The owner/occupant is responsible for any and all late fees, charges and legal fees in addition to any unpaid assessments.
- B. All protests must be submitted in writing to the Managing Agent and must be submitted within six weeks of receiving the first notice statement. Owner should attempt to attend the next scheduled Board Meeting to present their case if they believe the charge should be waived. If an owner is unable to attend the meeting, then a written request must indicate why the owner believes the charge should be waived. **Only the Board, not the Managing Agent, has the authority to waive fees and/or charges. The Managing Agent has been instructed by the Board not to discuss any collection issues via the phone. Once an account has been submitted to the Association's attorney, all communication must be made through the attorney.**
- C. Your monthly assessment is very important to our association because without it, day-to-day operations would eventually fail and put your investment at risk. Insurance and the upkeep operations are expenses that are vital to our community.
- D. Upon seven (7) days written notice to the Board, and the payment of a \$10.00 fee, the unit owner may be given a statement of his account. The statement will include any unpaid assessments and any other charges due to the Association as of the date of the statement. The Managing Agent will send the statement to the owner.

V. Emergencies

- A. The Board may, at its discretion, to protect the Common Elements or any portion of the Condominium property (especially in an emergency such as fire or damage caused by Acts of God such as a Tornado), cause maintenance or repair services to be performed within a dwelling unit or to the Exclusive Limited Common Elements. In the event of such an emergency, after Police and/or Fire Departments) have been contacted, unit owners shall contact the Managing Agent.
- B. As provided in the Condominium Declaration, the Board shall furnish and be responsible for all maintenance, repairs and replacement of Common Elements. Each unit owner shall furnish and be responsible at his or her expense for all maintenance, repairs, and replacement within the dwelling unit, Limited Common Elements and the Exclusive Limited Common Elements.

- C. All unit owners may provide the name of an emergency contact person to the Managing Agent in the event a unit owner cannot be located. The emergency contact should include the person's name, address, home phone number and business phone number. The emergency contact person can then contact unit owner to inform him or her of the emergency.

VI. General Rules

A. Garbage Pick-Up

Garbage receptacles can be placed at the curb NO EARLIER than 7:00 p.m. on the evening before garbage collection. Empty receptacles must be removed from the curb NO LATER than 7:30 p.m. on the day of garbage collection. Any owner that is unable to comply with the above or will not be home during garbage pick-up days should make arrangements with a neighbor to place and pick-up your receptacles.

Garbage receptacles should be maintained inside the garage. They cannot be stored on driveways AT ANY TIME.

Removal of large appliances (washing machines, hot water heaters, etc.) is the owner's responsibility. Contact the waste hauler directly to arrange pick-up. The items are to be placed at the end of the driveway NO EARLIER THAN 24 HOURS before pick-up.

B. Garage Sales

Unit owners cannot have individual garage sales. The Board will plan a community garage sale once a year.

C. Signs

"For Sale" and "For Rent" signs may be placed in the window of any dwelling unit as necessary. Signs may not be placed on any common area of the dwelling unit's or garage's exterior. For any exception to this, complete an Alterations and Additions Application for Board approval.

One "Open House" sign can be displayed on the common ground in front of the building containing the dwelling unit that is for sale. The sign can be displayed one hour before and one hour after the open house and no earlier than 11:00 a.m. and no later than 6:00 p.m.

D. Buildings - Additions, Alterations and Improvements

Without the prior written consent of the Board, a unit owner shall not make any additions, alterations, or improvements (including, without limitation, installation of storm windows, storm doors, landscaping or painting, staining or changes to the color of exterior surfaces) to any part of the Common elements that are visible from outside of the dwelling unit. Additions,

alterations, or improvements to your dwelling unit or to the Exclusive Limited Common Elements are not allowed if such work alters the structure of the dwelling unit.

Unit owners must submit an Alterations & Additions Application to the Board explaining the proposed addition, alteration or improvement.

The Board may condition its approval upon the unit owner's agreement that the proposed change will be substantially similar in quality of construction and design to any existing similar addition(s) or improvements. The Board will request the unit owner's agreement to be solely responsible for maintenance of such addition or to pay Harvest Hills Condominium Association for maintenance cost.

If the unit owner makes an addition, alteration or improvement without the written consent of the Board, the Board may, in its discretion, take any of the following actions:

- Require owner to remove the addition, alteration or improvement and restore the condominium property to original condition, all at owner's expense.
- If owner refuses or fails to perform work required, Board may have addition, alteration, or improvement removed at owner's expense.
- Ratify action taken by owner; the Board may condition ratification under same conditions which it may impose upon giving its prior consent.

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon the Property nor shall any exterior addition to, or change or alteration thereto, be made until the plans or specifications showing the nature, kind, shape, height, materials, and locations of the same shall have been submitted to and approved in writing as to the quality and harmony of external design and location in relation to surrounding structures and topography by the Board.

In the event the Board fails to approve or disapprove an Alterations & Additions Application within 60 days after said plans and specifications have been submitted to it at a regular meeting of the Board, approval will not be required and this paragraph will be deemed to have been fully complied with.

E. Insurance

The Declaration of Condominium Ownership and these Rules and Regulations require that each unit owner shall inform the Board in writing of proposed additions, alterations, or improvements. If a unit owner fails to inform the Board in writing prior to the addition, alterations, or improvement being made, and a penalty is assessed by the insurance company in the adjustment of loss settlement, the unit owner shall be responsible for such penalty.

Owners/Residents shall be individually responsible for insuring their personal property in their respective units, their personal property stored elsewhere on the property, and their personal liability to the extent not covered by the liability insurance for all owners obtained by the Association.

Owners/Residents shall not permit anything to be done or kept in their respective units, in the limited common elements, or in the common elements which will result in the cancellation or reduction of coverage, or increased cost of insurance on the building or its contents, or which would be in violation of any law.

F. Air Conditioners

No through the wall or through the window air conditioners shall be permitted.

G. Seasonal Decorations

Seasonal decorations are permitted for display 30 days before to 30 days after the date of the holiday. The unit owner must repair any damage caused by the hanging of decorations. Any repairs performed by the Association will be at the expense of the unit owner. Decorations that create a safety hazard are not permitted.

H. Alteration of Common Grounds

Unit owners may landscape their unit's planting area in such a way as to enhance and compliment the aesthetic appearance of the property. The unit owner is responsible, at their own expense, for planting and re-planting flowers or other decorative landscaping installed by unit owner. The unit owner is responsible for removing dead plantings at the end of the growing season. Alteration of size and shape of landscape beds is prohibited without board approval.

If unit owner neglects plantings, the Board may return planting area to original condition at owner's expense. If unit owner notifies Board of owner's intent to no longer install plantings, the Board will resume the maintaining of the planting area – the cost will be a common expense.

Climbing flowers or vines are not permitted in any exterior area, including garages.

Any homegrown vegetation (tomatoes, strawberries, etc.) is to be done in self-contained potted containers.

Lawn mowing and grass cutting by homeowner is prohibited.

The watering of lawns and plantings areas is very desirable in order to maintain the beauty of Harvest Hills. Homeowners should assist the Association in this endeavor as it will only enhance the appearance of Harvest Hills.

I. Security

Homeowners should contact the City of St. Charles Police Department to immediately report the observance of any suspicious activities.

A unit owner may install low voltage security lighting (such as sensor lights or Malibu lights) provided the voltage does not exceed 4 watts and the lights are not unreasonably bright or cause glare.

The Association requests that all Harvest Hills residents close their garage doors whenever possible. This will help with the overall appearance and security of our community.

J. Driveways

Driveways are to be kept clear of all clutter, including garbage cans, and are not to be used as a storage area in order to facilitate snow removal and enhance our community's appearance.

K. Storm Doors

Storm doors will only be allowed with the completion and Board approval of an Alterations and Additions Application, and meeting the following criteria:

- Trim must be white
- Full view with a maximum 10" kick plate
- Permanent installation

L. Patios

Owners with walkout basements may build a 9' X 11' patio outside their basement sliding doors. All patio plans must be submitted to the Board using the Alterations and Additions Application form. The Board must approve the application before building can commence.

M. Awnings

No awnings, canopies, outdoor blinds or outdoor shutters of any kind shall be allowed in Harvest Hills.

N. Grills

- All owners must store grills in the rear of their unit or in the garage.
- Damage resulting from grill usage is the homeowner's responsibility.

O. Bicycles & Toys

- All play equipment is prohibited from remaining on Common Elements or in plain view overnight. Such equipment must be removed and stored in the house, garage, or on the patio. This includes swing sets.
- Sandboxes are not permitted.
- Snowmobiles, mini-bikes, recreational vehicles, campers, boats, or any other motorized vehicles may not be used or stored on the exterior patios, decks, driveways, or any other Common Element.

- NO basketball backboards, hoops, or nets are permitted, with exception to the portable variety, which must be stored indoors at all times when not in use.

P. Flags/Flagpoles

No flagpoles of any kind are permitted on the Condominium property.

American flags may be flown in the front of the buildings at any time throughout the year.

All other flags (i.e., sport teams, seasonal flags that use a flag pole attached the porch, etc.) may be displayed in the front of the building for a maximum period of 24 hours. Permanent display of these flags should occur in the back of the building.

Q. Proscribed Activities

Owners, residents, family or guests shall not commit any nuisance or disturbance to his/her neighbor either willfully or negligently by means of but limited to:

- loud conversation;
- playing of radio, television, recording devices or musical instruments at any time.

Please keep noise to a minimum during early morning hours and after 10:00 p.m.

Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Building, or contents thereof, without the prior written consent of the Board. Nothing shall be done or kept in a unit or in the Common Elements which would be in violation of any law.

R. Unsightly Uses

No clothes, sheets, towels, blankets, or laundry of any kind shall be hung on any part of the common elements, limited common elements or exclusive limited common elements. The Condominium property shall be free of rubbish or debris.

Decks, porches, and patios are to be kept neat and clean, free of clutter and not to be used as storage areas. This includes, but is not limited to the following: tools, cleaning supplies, gardening supplies, exercise equipment, bicycles, or shoes.

Torn or unsightly window coverings are not permitted. Temporary coverings such as sheets, bedspreads, newspapers, etc. must be removed within a 60 day period after occupancy.

Lawn art is not forbidden, however, beauty is in the eye of the beholder and for that reason the amount and location of it is limited to two (2) pieces of lawn art. If one feels it necessary to have more than two, then it will be necessary to submit an Alterations and Additions Application describing in detail each article and its exact location on the property. Approval by the Board is required, and there is no "grandfather" clause.

Any single figurine or trellis larger than three feet must be submitted on an Alterations and Additions Application for Board approval.

VII. Pets

No more than 3 pets may be kept in a dwelling unit (City of St. Charles Ordinance). Pets are defined as "domesticated" animals: dogs, cats, birds, etc. **Any pet causing a disturbance may be permanently removed from a dwelling unit and any pet creating an immediate threat to the safety of the residents or the property may be removed upon three (3) days notice from the Board.** The unit owner is responsible for any costs for damages incurred to the dwelling unit or the condominium property caused by the pet in the unit. All dogs and cats shall be in compliance with city and county license requirements.

PET OWNER OR CARETAKER IS REQUIRED TO HAVE ALL THE NECESSARY EQUIPMENT TO IMMEDIATELY COLLECT AND PROPERLY DISPOSE OF ANY ANIMAL WASTE. THIS MEANS ALL AREAS/ALL PROPERTY OF HARVEST HILLS. ALL AREAS/ALL PROPERTY IS TO BE MAINTAINED BY THE PET OWNER OR CARETAKER OR REPLACED BACK TO ORIGINAL CONDITION. ASSOCIATION WILL CHARGE HOMEOWNER FOR COST AND REPAIRS INCURRED FOR PET WASTE REMOVAL.

All animals need to be under the owner or caretaker's control at all times. No pet shall be allowed to run loose, unsupervised or unattended. Any person walking a pet on the common or limited common areas must have pet securely on a leash at all times (City of St. Charles Ordinance).

VIII. Unit Sales and Leasing

A. Moving

1. Dwelling unit owner or lessee is responsible for notifying the Managing Agent of impending moves as soon as the date is known. Owners must give a minimum of 48 hours notice or 10 days within move for move ins/outs.
2. The Managing Agent shall inspect the exterior of each unit sold or rented. If there is damage to the exterior caused by the homeowner or prior tenants, it must be repaired prior to closing or leasing or the owner will be charged for any expenses paid by the Association to repair the damage.
3. A Good Status/Paid Assessment letter, required to close the property, is not issued until damage to the exterior of the building is repaired.
4. The Seller is responsible for providing buyer with copies of the Association By-Laws, Declaration and Rules & Regulations.

5. Realtor lockbox is at the discretion of unit owner. Unit owner assumes responsibility of any damage to unit caused by misuse of Lockbox.
- B. Moving vans, large rental trucks, etc. are prohibited on driveways. Self-storage units can be utilized with board approval.
- C. Leasing, Lessees, Non-Resident Unit Owner
1. A unit owner intending to lease a unit must inform and obtain approval from the Board prior to leasing the unit.
 2. Unit owner must lease all space of dwelling unit. No lessees(s) may rent out or sublease any portion of the unit to boarders.
 3. A "Rider to Lease" shall be added to the lease and shall be signed by all parties executing the lease. This "Rider to Lease" form can be obtained from the management company. The unit owner leasing the unit must deliver to the management company a copy of the original signed lease and a copy of the original signed "Rider to Lease" a maximum of 10 days after execution of the lease and prior to occupancy.
 4. Unit owner is responsible for providing lessee(s) with copies of the Association By-Laws, Declaration and Rules & Regulations.
 5. Unit owner is responsible for providing Managing Agent with owner's new home address, city, state, home phone number and business phone number. Any expenses incurred by Association in locating a non-resident unit owner who fails to provide a complete accurate current notice of whereabouts shall be assessed to non-resident unit owner.
 6. All leases shall be for a minimum and a maximum of 1 year. Each year, at time of lease renewal, or in the event a new lease is initiated, the non-resident unit owner is responsible for updating non-resident unit owner's address, city, state, home phone number, business phone number with Managing Agent.
 7. Any replacement or new lessee(s) to be added to an existing lease, or any Unit Owner who wishes to allow the unit to be sublet, must follow all procedures applying to a new lease.
 8. If the Owner is renewing an existing lease, the unit owner must deliver to the management company a copy of the original lease and a copy of the original signed Rider to Lease a maximum of 10 days after execution of the lease renewal.
 9. In the event of any violations of the By-Laws or Rules and Regulations of the Association by a lessee, the Board will determine what action(s) are necessary against non-resident unit owner or lessee. The Board may take whatever action necessary to

terminate a lease. The non-resident unit owner is responsible for any maintenance damages and or damages to dwelling unit.

10. Upon adoption of these Rules and Regulations, unit owners will be required to provide copy of existing leases currently in effect to Managing Agent.
11. Failure to comply with any of the rules for leasing a unit may result in assigning a fine to the unit owner. The fine will be in addition to any costs that may be incurred as a result of action taken by the Association.

IX. Vehicles

- **Prohibited Vehicles:** The following vehicles are not allowed to permanently park in any location in Harvest Hill's property, including driveways, without prior permission of the Board: Trailers, boats, campers, ambulances, buses, tow-trucks, hearses, limousines, moving vans, and all unregistered commercial vehicles.
- **Commercial Vehicles:** All commercial vehicles must be registered with the Managing Agent and approved by the Board using the attached Commercial Vehicle Registration form. The vehicle must fit in the garage and/or fit between the sidewalk and the garage. Sidewalks must remain clear at all times. All Commercial vehicles must be kept in good appearance.
- **Abandoned Vehicles:** Abandoned vehicles will be reported to the City of St. Charles Police Department who will follow-up on the vehicle. Vehicles will be considered abandoned if:
 - It is a state of disrepair rendering it incapable of being driven in its present condition; or
 - It has not been used or moved for 7 consecutive days or more and is apparently deserted; or
 - It does not have a current, valid license plate,
 - The acts of the owner and condition of the vehicle clearly indicate it has been abandoned.
- **Repairing Vehicles:** Except for emergencies, vehicles may not be repaired on Harvest Hill's property. Under no circumstances will vehicles on blocks be permitted.
- **Leaking Vehicles:** Vehicles leaking oil, gas, or other fluids that could cause damage to driveways/garages or are a fire hazard are not allowed on any property areas.
- **Large Delivery Vehicles:** Moving vans or other large delivery vehicles are not permitted on driveways, regardless of length of time. Dwelling unit owner is responsible for informing company and driver.
- Sidewalks must remain clear of all vehicles at all times.

- No vehicle of any type may be parked on the lawn area of the Common Property.
- Regulations governing the parking on the public streets of St. Charles, of which Harvest Hills Condominium Association's streets are a part of, are enforced by the St. Charles Police Department. Any questions regarding the public street parking should be addressed to the Police Department.

X. Satellite Dishes

Unit owners are prohibited from installing a satellite dish upon the common areas, including the roof, without the prior written approval of the Board. Any unit owner who intends to install a satellite dish on the limited common element associated with their unit must notify the Board no less than seven (7) days prior to the date of the installation to obtain the rules and specifications for installing the satellite dish on that portion of the property.

Cited below is the procedure for Satellite Dish installation. The unit owner must submit a written Satellite Dish Alteration Application to the Board for written approval.

- A. Satellite Dish may be no larger than 18 inches in diameter and cannot be permanently mounted on the roof.
 - a. No exposed wires may be attached to building
 - b. No wires shall be visible from exterior. Wires must be run within the exterior of the dwelling unit
 - c. Once installed, the unit owner is responsible for all maintenance of the Dish
- B. Satellite Dishes MAY NOT:
 - a. Be mounted in such a way of blocking the view of neighboring unit
 - b. Be mounted in such a way of adversely effecting television reception of a neighboring unit
- C. Screening from view may be necessary to block from the view of neighboring units by use of:
 - a. Bushes/plantings deemed necessary by the Board. The Board shall approve the type of plantings that, after approval, may be installed at the unit owner's expense and will be maintained solely by the unit owner.
- D. The Alteration Application must include the following:
 - a. A sketch showing EXACT LOCATION of the proposed Satellite Dish installation (including the location of surrounding units and balconies and porches, etc.)
 - b. Names, address, phone number of installer and Sales agent.
 - c. Manufacturers Specification Sheet with picture, dimensions and weights.
 - d. Original Certificate of Insurance from installer.
 - e. Notification to Managing Agent date of installation.
- E. Upon installation, unit owner assumes full responsibility for all maintenance and upkeep. Unit owner will be responsible for any damage caused by installation or installers.

- F. Should Satellite Dish Service Agreement (monthly service) be terminated and/or unit owner moves from the Condominium property, the Satellite Dish and all installation attachments are to be removed by the unit owner. The unit owner is responsible for the repair, replacements to the Common Elements, Limited Common Elements, Exclusive Limited Common Elements and Dwelling Unit for any damages caused by the Satellite Dish Use and Removal.
- G. Failure of unit owner to follow any and all of these restrictions may cause unit owner to be in violation of these Rules and Regulations.
- H. In the event a unit owner hires a contractor to install the satellite dish on their limited common elements, the contractor shall provide a certificate of insurance covering their work on the property.

Antennas

No antenna or wires (television, radio, C.B., or ham operator) are allowed on/or protruding from any unit, patio, balcony, roof, or common ground.

XI. Enforcement of Declaration, By-Laws, Rules and Regulations

Violations/Complaints/Hearings

A. Complaints

Any complaints that allege that a violation has occurred, has to be in writing and submitted to the Managing Agent. The complaint should include:

- Name, address and phone number of complainant
- Name, address phone number of alleged violator
- Specific details or description of violation include date, time, and location when alleged violation occurred.
- Statement by complainant and any witnesses that will participate in complaint and enforcement procedures.

The complaint will be delivered to the alleged violator by Certified Mail requesting return receipt. The delivery procedure will be completed twice as necessary if Complaint is to be delivered to unit owner and/or lessee.

B. Hearing

Unit owner and/or lessee, within fourteen (14) days of the receipt of the Complaint, may demand a Hearing before the Board or its authorized committee.

At such Hearing, a member of the Board shall present the grounds for the Complaint to unit owner and/or lessee. The unit owner and/or lessee shall have the opportunity to challenge such grounds and to present any evidence on his or her behalf to such

reasonable rules of procedure as may be established by the Board or authorized committee which rules shall adhere to generally accepted standard of due process. The Hearing shall be held within twenty-one (21) days after Board receives demand. The Hearing shall not include the complainant, and is conducted as follows:

First: Statement from complainant

Second: Statement from alleged violator and any witnesses on his or her behalf.

The Board shall take no action until Hearing is held and Notice of Board (or authorized committee) Decision and the terms have been delivered to owner and/or lessee. The decision of the Board or authorized committee shall be rendered within three (3) days after Hearing and such decision shall be final and binding on all parties.

If unit owner and/or lessee do not demand a Hearing before the Board or authorized committee within 14 days, a Hearing shall be considered waived, the allegations on the complaint shall be deemed admitted by default and appropriate actions taken. The Board or authorized committee within shall notify the unit owner and/or lessee 5 days after the 14 days cited earlier has lapsed. The unit owner and/or lessee has to correct the violation under the terms stated in the notification by the Board or authorized committee.

If the violation has not been corrected within 15 days, the Board or authorized committee will send the unit owner and/or lessee a first notification of Failure to Comply with the notification sent 15 days earlier.

The Board or authorized committee will then re-state the terms of the notification and set down completion terms - stating that the Board or authorized committee will take action in 15 days, and have the violation corrected for the unit owner and/or lessee at the cost to the unit owner.

Subsequent violations will be handled at the discretion of the Board.

Penalty Fines for Violations

Assessments:	15 days late	\$25.00
	60 days late	\$25.00
	Continued failure to pay	Homeowners pays all legal fees billed to the association.
Garbage:	First Violation:	Letter
	Second Violation:	\$50.00
	Third and Subsequent Violations:	\$75.00
Pets:	First Violation:	Letter
	Second Violation:	\$50.00
	Third	\$75.00
	Fourth and Subsequent Violations:	\$100.00 and homeowners pays all legal fees billed to the association.
Seasonal Decorations:		
	First Violation:	Letter
	Second and Subsequent Violations:	\$50.00
Lease:		Flat Fee: \$100.00 Failure to comply with any provisions in declaration, by-laws, or Rules and Regulations, then \$50.00 per day after continued failure to comply.
Vehicles:		
	Prohibited Vehicle Parking, Unregistered Commercial Vehicles, Abandoned Vehicles, Repairing Vehicles:	
	First Violation:	Letter
	Second Violation:	\$50.00
	Third and Subsequent Violations:	\$75.00
	Leaking Vehicle:	
	Flat Fee:	\$75.00
	Oversize Delivery/Moving Vehicle:	
	Per Violation:	\$250.00
Other Violations:		
	First Violation:	Letter
	Second Violation:	\$50.00
	Third Violation:	\$75.00
	Fourth and Subsequent Violations:	\$125.00 and homeowners pays all legal fees billed to the association.