

**HUNT CLUB  
CONDOMINIUM  
ASSOCIATION**

**RULES  
AND  
REGULATIONS**

## INTRODUCTION

### RULES AND REGULATIONS

Rules, Regulations, Restrictions and Covenants contained in the documents of the Association and related amendments are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the final section of this booklet. To the extent that the provisions of applicable law, the Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of the Illinois Condominium Property Act shall first control, followed by the provisions of the Declaration, the By-Laws and the Rules and Regulations, in that order.

These Rules and Regulations are binding on all Unit Owners, Residents, their families and guests. Exception to the rules may be made only in writing, signed by the Board or its duly authorized agents following a written request by a Unit Owner.

A resident is any person who resides on the property, including Unit Owners and families, lessees and families, or any other person living in a unit for a period of fourteen (14) days or more. The Owner/Lessee of a unit shall be responsible for the actions of all individuals residing in their unit.

### ASSESSMENTS

Monthly assessments are due and payable on the first day of each month. If the management company has not received full payment by the twentieth (20th) day of the month, a late charge of twenty dollars (\$20.00) will be assessed to the Unit Owner. All assessments received are credited toward the oldest balance.

If a Unit Owner is delinquent in payment of assessments for thirty (30) days, the Board of Managers may take whatever legal actions are available in the Association's Declaration and By-Laws or the Illinois Condominium Property Act. Once legal action has commenced, all legal fees and costs will be charged to the Unit Owner.

### BALCONIES AND PATIOS

Residents shall keep balconies and patios clean, orderly and free from clutter.

Balconies and patios may not be decorated, enclosed, altered, or the appearance changed in any way without the prior written consent of the Board. The Unit Owner is not permitted to install storage lockers or privacy fences.

Seasonal Decorations may be installed on balconies and patios no earlier than one (1) month prior to and shall be removed no later than one (1) month following the date of the holiday. Repairs necessary due to the placement of decorations are the sole responsibility of or will be charged to the Unit Owner. No decorations which create a safety hazard will be permitted.

## BALCONIES AND PATIOS, CONTINUED

Balconies and patios may not be used for storage, other than for seasonal storage of barbecue grills, lawn chairs, and other items usually associated with patios and balconies. Clothing, sheets, blankets, laundry, beach towels and similar objects shall not be hung out or exposed on balconies and patios.

Carpeting or painting of patios or balconies is prohibited. Other exterior painting of any kind is not allowed without written approval from the Board.

No radio or television antenna shall be attached to or hung from any portion of the building exterior.

When barbecuing, remember that excessive smoke may annoy neighbors. It is recommended an electric starter be used. If damage occurs as a result of barbecuing, the resident and/or Unit Owner involved will be responsible for said damage.

## BUILDING, SECURITY AND SAFETY

Building security is of great importance to all residents. Never allow the entry of unauthorized persons into the building. Never prop open any outside locked security door and never allow unknown persons to enter the building when you enter.

Solicitors are not permitted in the building at any time. Escort them to the nearest exit and call the police if they refuse to leave or act suspicious.

Notify the management company immediately of failures in any of the security systems, including doors and door locks, lobby intercom, etc.

There shall be no obstruction of or tampering with the exit doors, fire doors, garage door, garage exit ramps, ventilating fans, smoke detectors, fire alarms pulls, fire extinguishers, fire hoses, sprinkler heads, stairs and stairwells, elevator and elevator door, security doors, equipment room. Equipment rooms in the garage and on residential floors may be entered only by authorized persons.

In the event a fire alarm is sounded, it is recommended everyone vacate the building until authorized to return by the Fire Department. Elevators shall not be used after a fire alarm has sounded. Everyone is to leave the building using the exit stairs. In the event disabled, please follow these procedures. Keep your unit door closed and seal it, and any other openings where smoke can enter, with tape and with linens. Go out on your balcony or hang a sheet from your window indicating to the Fire Department you are awaiting rescue.

## CHILDREN

Children are not permitted to play in the halls, stairwells, lobby, entrances, elevators, parking areas, or anywhere in or around the building where they may endanger themselves or unnecessarily disturb residents.

## CHILDREN, CONTINUED

Organized games, sports, or play are prohibited on lawns, sidewalks, entrances, driveways and parking areas.

Children of working parents must be supervised by an individual designated by the parents and must have access to their unit at all times. It is of the utmost importance that children be so supervised that they will not present a disciplinary problem to the Association.

The Unit Owner will be held responsible for any damage caused by children due to negligence, carelessness, or misuse in the common areas or limited common areas.

## CONSTRUCTION/ALTERNATION OF UNITS

Partition walls within condominium units and those adjacent to common elements frequently contain mechanical, electrical, plumbing or communications components which affect other units. Therefore, no construction or alteration is permitted which involves the interior or common walls without written permission from the Board of Managers.

## COMMON ELEMENTS

There are two kinds of common elements: Those accessible to all residents (lobbies, hallways, stairwells, storage areas) and those restricted to the use of individual residents (balconies, patios, assigned parking spaces in the garage).

Common elements shall be used only for designated purposes. Each Unit Owner is responsible for any damage to common elements caused by themselves, members of their families, their tenants, or their guests as a result of negligence, carelessness or misuse. All costs for repair or replacement will be billed to the unit owner.

No Unit Owner, resident or guest shall cause or permit any unreasonable noise or disorderly conduct in the building which will disturb or annoy other residents. This included excessive noise on balconies/patios or throwing objects over the balcony railings.

Boots, boot trays, umbrella, shoes, doormats, or any other obstructions are prohibited in the hallways or at the unit entrances.

The hallway doors of units may not be changed or altered in any way with the exception of installing an additional security lock. Tasteful door decorations of a non-permanent nature are permitted. Please note that if you choose to install an additional security lock, it is advised that a key is given to the management company as, by law, management must be able to gain access to each unit in the event of an emergency. Any damage caused to the unit door by way of forceable entry will be the homeowners responsibility.

No dirt or other refuse shall be deposited on any common element or shaken from windows, patios or balconies. No article of any kind shall be hung from any windows or common elements.

## COMMON ELEMENTS. CONTINUED

No sign, notice, or advertisement shall be displayed on or at any window, entrance doors, or any other portion of the building exposed to public view, nor shall anything be projected or hung out of any window or installed on or in any exterior portion of the building without written permission from the Board of Managers.

Nothing shall be done in any unit or in, on or to the Common Elements which may impair the structural integrity of the building or which could structurally change the building or cause inconvenience to other residents, without the written consent of the Board.

## MEETING ROOM

There is a meeting room on the first floor of each building that is for the use of the residents. Arrangements for use of either room should be directed to the management company.

## ELEVATOR

No one shall unnecessarily hold or otherwise interfere with the normal operation of the elevator. The passenger elevator is reserved for the exclusive and uninterrupted use of occupants and their guests. The only exception is for moving or deliveries

## LOBBY/MOVING/DELIVERIES

The main entrance to the building is not to be used for moving in, moving out, or for the delivery of large parcels, furniture, appliances or equipment. Only side entrances and/or the garage entrance may be used. Pets, bicycles and grocery carts are not to be taken in or out of the building through the front lobby. The garage or side doors are to be used for this purpose. The security telephone is not to be used for personal calls to building residents.

Notice must be given to the management company for all move-ins, all move-outs and large deliveries at least three (3) days in advance. Pads will be placed in the elevator. Any security or damage deposits which are required will be explained.

Any damage caused to the common elements will be the responsibility of the Unit Owner and/or his lessee.

Moving or delivery people are not permitted in the building unaccompanied by a resident, and service doors used should not be left open or unattended at any time.

## PETS

No Unit Owner/tenant shall keep any pet that weighs more than 15 pounds.

Pets must be carried or on a leash in all common areas of the building and grounds.

## PETS. CONTINUED

No pets are to be taken in or out of the building through the lobby. The side doors of the building or the garage are to be used for this purpose.

Each Unit Owner/tenant shall assume full responsibility for personal injuries or property damage by their pets(s).

All pet waste must be picked up immediately following the occurrence.

In the event of accidental droppings in the common halls, Unit Owners/tenants are required to immediately pick up and perform necessary clean-up.

Patios and balconies are not to be used as dog runs.

Pets are not permitted to be unattended. They must be with a responsible person at all times in the common areas.

Under no circumstances may any Unit Owner/tenant accept any pet for temporary housing. Animals accompanying visitors are prohibited.

Any pet which becomes a continuing nuisance or causes repeated disturbance, will be subject to immediate removal from the premises.

## SALE LEASE OF UNITS

If you plan to sell or lease your unit, please contact the management company for specific instructions regarding the requirements set by the Board of Managers.

The "Request for Approval of Purchase or Rental" must be completed and returned to the management company no less than thirty (30) days prior to the effective date of the sale or rental. The executed sales contract or formal lease agreement must accompany the above form.

No Unit Owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes. Each lease must be for a period of at least one (1) year, unless the Board of Managers consents in writing to the contrary.

Each Unit Owner shall be responsible for providing his or her lessee(s) with copies of the Declaration, By-Laws and Rules and Regulations of the Association. A rider shall be added to the lease and shall be signed by all parties executing the lease. (See Exhibit "E")

Unit Owners are required to submit all lease renewals to the Board of Manager not less than thirty (30) days prior to the effective date of the new lease. The Board reserves the right to exercise its right of First Refusal and/or require a personal interview on any renewal lease.

## TRASH

All food should be disposed of via the garbage disposal in each unit. Refuse and other paper trash should be securely fastened in bags and put down the trash chute. Large cartons, boxes and other bulky items should be flattened and put in dumpsters in the garage. Do not leave any refuse in the chute rooms, which are to be kept clean and orderly at all times. Trash should only be put down the trash chutes between the hours of 8:00 am and 8:00 pm out of courtesy to your neighbors.

## RULES REGARDING ENFORCEMENT POLICIES AND PROCEDURES

If a Unit Owner, Lessee or any other resident of the unit violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws and/or Rules and Regulations of the Association, the following shall occur:

- a. Upon a first violation, the Unit Owner and/or Lessee shall be notified by the management company or the appropriate authorized personnel of the Association that the violation must be corrected in thirty (30) days. The notification shall be in a manner prescribed by the Board and substantially in the form attached as Exhibit "B".
- b. Upon a second or continuous violation by a Unit Owner Lessee or any other resident, the Unit Owner and/or Lessee shall be notified by the management company or the appropriate authorized personnel of the Association and, if the Board so elects, by the Association's Attorney. The Unit Owner shall pay a fine in an amount determined by the Board, of a minimum of twenty-five (\$25.00) dollars.
- c. Upon further or continuing violations by a Unit Owner/Lessee or any other resident, the matter will be forwarded to the Association's attorney for appropriate legal action. All attorney's fees and costs incurred will be charged back to the Unit Owner's account.
- d. In the event any violation has resulted in damage to any common property, any unauthorized condition of the Property or any architectural violation, the Notice of Determination (Exhibit "C") may also require the Unit Owner to have the violation professionally corrected with the prior approval of the Board. The Unit Owner will pay for all costs required to return the Common Property to its original condition and all costs incurred by the Association as a result of the violation.

## RULES REGARDING ENFORCEMENT POLICIES AND PROCEDURES, CONTINUED

- e. If the damage or violation has not been corrected within thirty (30) days, the Association will proceed to have the violation corrected and the unit Owner will be assessed for the full cost of labor and materials. If the Association is forced to correct the violation or repair the damage, the Unit Owner will be assessed an additional administrative charge of one hundred dollars (\$100.00) or ten percent (10%) of the cost of the labor and materials, whichever is greater. In the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to take immediate action to correct the violation and/or forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Unit Owner and/or Lessee if found guilty of the violation.
- f. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Illinois Condominium Property Act, the Declarations and By-Laws, and/or Rules and Regulations of the Association.

All charges assessed hereunder shall be added to the Unit Owner's Account and shall become due and payable on the first day of the month following notification that such charges are due. Failure to make full payment by the twentieth (20th) day of the month in which the charges become payable shall subject the Unit Owner to all of the legal and equitable remedies necessary for collection of same.

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

If any Unit Owner feels that he has been wrongfully or unjustly charged with a violation hereunder, the Unit Owner may proceed as follows:

- a. Within ten (10) days after the Unit Owner and/or Lessee has been notified according to paragraph 1 (a) or 1 (b) of this section, the Unit Owner shall submit, in writing, a protest to the Board requesting a hearing and stating the reasons the Unit Owner and/or Lessee feels he has not committed a violation.
- b. Should no protest be filed, the allegations in the Notice of Violation, shall be considered true and taken as if confessed. Should a protest be filed, a hearing on the matter shall be held before the Board no later than six (6) weeks after receipt of the written protest.



## RULES REGARDING ENFORCEMENT POLICIES AND PROCEDURES CONTINUED

- c. At the hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. Violation complaint - Witness Statement (Exhibit "D") may be used, if applicable and available. After a full hearing, the Board shall state its determination regarding the alleged violation. The decision of the Board shall be final and binding on the Unit Owner.
- d. Payment of charges made under this policy shall not become due or owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time. Notification of the Board's determination shall be made substantially in the form attached as Exhibit "C".
- e. Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, or to such other address as the Unit Owner may have previously filed with the Board.

HUNT CLUB CONDOMINIUM ASSOCIATION

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PARKING VIOLATION NOTICE

VEHICLE INFORMATION:

Make of Car: \_\_\_\_\_

Model: \_\_\_\_\_

License Plate: \_\_\_\_\_

This vehicle is parked in violation of the Rules and Regulations of Hunt Club Condominium Association for the following reason(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

This is your (Circle One):      First      Second      violation of the Association's Vehicle Rules. Upon third or subsequent violation, your vehicle may be towed without notice to you.

NOTE:      If you wish to protest this violation, you must contact the Association in writing within ten (10) days of the date of this letter and request a hearing in accordance with the Association's policies and procedures regarding enforcement. SHOULD YOU FAIL TO PROTEST AND/ APPEAR FOR A HEARING, THE VIOLATION WILL BE DEEMED ADMITTED, AND YOU WILL BE ASSESSED COSTS AND EXPENSES OF AT LEAST \$25.00 WHICH WILL BE AUTOMATICALLY ADDED TO YOUR MONTHLY ASSESSMENT.

HUNT CLUB CONDOMINIUM ASSOCIATION

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

EXHIBIT "A"

HUNT CLUB CONDOMINIUM ASSOCIATION

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOTICE OF VIOLATION

RE: VIOLATION OF DECLARATION, BY-LAWS, BY RULES AND REGULATIONS

You are hereby notified, as the owner of Unit \_\_\_\_\_ at \_\_\_\_\_  
\_\_\_\_\_ that you are charged with the following violations of the Association's Declaration,  
By-Laws, or Rules and Regulations. The actions complained of occurred on or about \_\_\_\_  
\_\_\_\_\_, 19\_\_\_\_. And are described as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This is your (Circle One): First Second Violation

This Association is governed by its Declaration, By-Laws and various Rules and Regulations. Please note that you must take the actions outlined in the Association's rules regarding enforcement policies, if you deem the charges unjustified. SHOULD YOU FAIL TO PROTEST AND/ APPEAR FOR A HEARING, COSTS AND EXPENSES OF AT LEAST \$25.00 PLUS ACTUAL COSTS FOR CORRECTION OF THE VIOLATION REPAIR OF DAMAGE, IF ANY, WILL AUTOMATICALLY BE ASSESSED AND ADDED TO YOUR MONTHLY ASSESSMENT.

HUNT CLUB CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "B"

HUNT CLUB CONDOMINIUM ASSOCIATION

To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF DETERMINATION BY BOARD

On \_\_\_\_\_, 19\_\_\_\_\_, you were notified of a violation of the Declaration, By-Laws, or Rules and Regulations of the Association. Pursuant to the Association rules:

- ( ) A hearing was held at your request.
- ( ) You have admitted to the violation by default and waived your right to request a hearing regarding the alleged violation.

After considering the complaint, the following determination has been made and the following actions (s) will be taken:

- ( ) You were found guilty and no action will be taken.
- ( ) A (1st, 2nd, etc.) violation of the Association's Declaration, By-Laws, or Rules and Regulations has occurred and the costs and expenses of enforcement in the amount of \$\_\_\_\_\_ are now due.
- ( ) The cost, as determined by the Board, for repair of damage to common elements is \$\_\_\_\_\_.
- ( ) Expenses and administrative charges in the total amount of \$\_\_\_\_\_ are now due.
- ( ) Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the Association and are now due.
- ( ) Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation professionally corrected or repaired at your own expense, with pre-approval by the Board.
- ( ) As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.
- ( ) \_\_\_\_\_

HUNT CLUB CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "C"

HUNT CLUB CONDOMINIUM ASSOCIATION

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

Witness' Name	Address	Unit No.	Phone No.
Names, Addresses, Unit #'s of any other Witness			

INFORMATION CONCERNING VIOLATOR

Violator's Name	Address	Unit No.	Phone No.
Name, Address, Unit # & Phone # of Unit Owner, If different			

INFORMATION CONCERNING VIOLATION

Violation Date	Time	Location
Section (s) of Declaration, By-Laws or Rules & Regulations which was violated		
Witness'		
Observations:		

Were any photographs taken?      Yes    No    By whom? \_\_\_\_\_

Attach all photographs to this form or forward as soon as possible. Include photographer's name and time taken and anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS AFFIDAVITS, AND IN THE EVENT A HEARING TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature _____	Date Signed _____, 19____
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EXHIBIT "D"