

PRINCETON CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

**Adopted on September 28, 2004
Revised March 7, 2009**

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STATEMENT OF RULES AND REGULATIONS FOR THE PRINCETON CONDOMINIUM ASSOCIATION

The PRINCETON CONDOMINIUM ASSOCIATION (the Association) BY-LAWS and DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS [Article V, Paragraph 2 (k)] gives the **Association** Board the right to adopt and amend reasonable rules and regulations dealing with the maintenance, administration, management, operation, use, conservation and beautification of the property located at The Townhomes of Princeton, in Hoffman Estates, Ill.) In accordance with the Illinois Condominium Property Act, the **Association** Board has the right to fine its members for violation of its rules and regulations, provided that the member is given notice and an opportunity to be heard prior to the issuance of the fine. [Section 18.5(c)(7)].

As stated in the Declaration, the responsibilities of the **Association** and the responsibilities of each **Townhouse Owner** are as follows:

The **Townhouse Owner** is responsible for the individual unit, including maintenance, repair and replacement of:

- (1) All interior surfaces and fixtures;
- (2) Broken windows (glass surfaces), and screens;
- (3) Window washing;
- (4) Broken or damaged window and door fixtures and hardware;
- (5) Garage Doors and storm doors;
- (6) Electrical, plumbing, heating, air conditioning, sump pumps, and other operating equipment and systems exclusively serving a Unit;
- (7) Annual inspection of townhouse sprinkler system (backflow system).

The **Association** is responsible for the maintenance, repair and replacement of the unit's:

- (1) Roof;
- (2) Outer surface of exterior walls;
- (3) Gutters, downspouts, flashings, fascia, and eaves;
- (4) Siding;
- (5) Stoops and sidewalks (excluding public);
- (6) Driveways;
- (7) Privacy fence;
- (8) Exterior light fixtures (excluding electrical).

Decks and Patios are a shared element of the **Association** and **Townhouse Owner**:

- (1) The **Townhouse Owner** is responsible for reporting needed repairs or maintenance to the **Association**. Damage to other units because of failure to report these needs will be the responsibility of the owner of the unit where the need originated.
- (2) The **Association** has established specifications for repair or maintenance of decks and patios, and will contract with vendors who will complete the work. The Association Board or vendor will advise the unit owner when work is to be performed, and the **Association** will bill the unit owner upon completion for the cost of work done.
- (3) Decks will be resealed every two to three years through the Association, with notification and billing of owners as stated in Paragraph 2.

The **Association** is responsible for the maintenance and replacement of trees, shrubs, grass, and all other landscaping around the unit and all common areas, excluding landscaping installed by the Townhouse Owner around an individual unit. The townhouse owner is responsible for watering trees, shrubs and grass in the immediate area of the individual unit, and for keeping the area free of debris. Trees, shrubs, and grass that have died because of severe neglect by the Townhouse Owner, such as a lack of watering or pet damage, will be replaced by the Association at the Townhouse Owner's expense.

The **Association** is responsible for the repair and replacement of water, sewer, electrical, and other systems that serve more than one individual unit.

The **Association** is responsible for the removal of snow from driveways, individual unit and public sidewalks, and guest parking areas in the event of a snowfall of two (2) or more inches.

The **Association** is to maintain and enforce the rules governing the care, upkeep, maintenance, use and appearance of the common areas of the property, and maintain control over the architectural design of all buildings and structures, so as to preserve the integrity of the property.

In conjunction with the BY-LAWS and DECLARATION of THE TOWNHOMES OF PRINCETON, the Princeton Condominium Association Board has adopted additional rules and regulations governing the use and occupancy of the property. The rules and regulations are administered by the **Association's** management company, American Community Management (ACM), which may be reached by telephone at 847-301-1133, and via the internet at acmweb.com.

RULES AND REGULATIONS

- (1) **Attachments.** Except for the elements noted in this paragraph, no changes, additions or attachments may be made to the exterior surface of any unit. All attachments must be approved by the Association **prior to installation**. Approval is obtained by submitting an approval request on an Architectural Control Form (sample form included). The form is available from, and should be submitted to, American Community Management.

Storm Doors. Doors are regulated as to color and style. Specifications are available from ACM.

Landscape lighting. Lighting is regulated as to style and placement. Specifications are available from ACM. Lighting must be maintained and repaired by the townhouse owner. The **Association** is not liable for any damage caused by contractors performing maintenance services.

Satellite dishes. The placement and wiring of dishes are regulated. Specifications are detailed below and available from ACM. The owner must provide drawings showing that the proposed placement of the dish meets specifications. The installation must be performed by a qualified, licensed and insured contractor at no expense to the Association. An inspection is required to assure proper installation and the integrity of the unit roof.

SATELLITE DISH – GENERAL RULES AND SPECIFICATIONS

The Princeton West Board of Directors will need to review all proposed installations of a satellite dish. All roof area installation requests need to include \$75.00 for the subsequent roof inspection fee. This fee must be forwarded to the management office before the installation of this dish. This check should be made payable to Princeton Condominiums.

The guideline calls for the top of the dish to be within three (3) feet of the gutter line. The dish must be installed on the back side of the roof and within your unit's roof area. Wiring from the dish must run in a straight line towards the nearest roofline edge so that it is laid perpendicular to the roofline and then follow the roofline to the nearest gutter dropdown point and ensuring that the cable is unobtrusive as possible such that it minimizes impact on the aesthetics of the building. All additional wiring must be run internally through your Townhome and should not be exposed on the exterior of the building or visible. The owner assumes all responsibility for any damage caused due to the installation or the existence of the satellite dish attached to any portion of the building.

The satellite dish must remain with the unit after any sale unless it is not going to be used by the Buyer. In this case, the Seller must remove it prior to closing and schedule with the Association Management to have the roof inspected after removal is completed.

If the inspection or satellite dish cannot be removed prior to closing, a minimum of \$500.00 should be held in escrow for this to be completed. The new owner will be responsible for the satellite dish after closing.

The owner must notify us upon installation or removal of the dish so we can schedule the roof inspection. There is a minimum charge of \$75.00 for a roof inspection. This price is subject to change without notice.

REASON FOR SPECIFICATION: A major reason for adopting the rule above is that some homeowners are installing equipment on the exterior of their units without Board approval and do not conform to the approved installation guidelines. If left unchecked, this could lead to significant changes in the appearance of the buildings, cause problems with roof integrity, and affect the overall aesthetics of the community.

- (2) **Construction.** The construction of such items as decks (where one was not originally built by the developer), sheds, gazebos, hot tubs, flagpoles, dog runs, animal pens, swing sets, play sets, permanent sand boxes, trampolines, swimming pools, fencing of any kind, or any other permanent structure is not permitted
- (3) **Patios and Decks.** These elements may not be altered or enclosed. The Association will arrange for routine maintenance as needed, which will be billed to the unit owner. Owners must notify the Association of the need for interim repair or maintenance.
- (4) **Signs:** No exterior signs of any kind shall be erected, placed or permitted on the unit's lot, walls, or exterior windows. If the unit is for sale, one **For Sale** sign, no larger than 2.5 by 2.5 feet, may be placed on the inside of one window.

Security company signs in decal form may be placed on the inside of a window. Existing security signs on stakes must be removed, and new ones may not be installed.

Event signs, such as garage sale or open house signs, may be displayed on the day of the event only. Such signs may be displayed the morning the event begins, and are to be removed at the end of each day of the event.

Signs displayed in violation of the above rules will be removed without notice, and the townhouse owner will be issued a warning or violation notice.

- (5) **Landscape Additions.** All landscaping planted by the developer is to remain. Residents may plant annuals in existing shrub beds. Annuals are defined as decorative flowers and foliage plants under twenty-four (24) inches in height and spring-blooming bulbs such as crocus, tulip, hyacinth and daffodil bulbs. No enlargement of existing beds is permitted. Townhouse owners must obtain written approval from the Association Board before planting the bulbs by submitting an Architectural Control Form with a diagram showing the type and intended location of bulbs.

Unit owners who plant in the existing shrub beds or tree rings assume responsibility for keeping the beds weed-free and for returning them to their original condition by October 31st of each year. The Association is not liable for any damage caused by contractors performing maintenance services.

- (6) **Pets.** As stated in the Declaration of Condominium Ownership for Princeton Condominiums, Article V, Section 6: Pets: (1) no unit owner shall keep more than a total of two dogs or cats, or combination thereof, or other usual household pets in any unit; (2) all pets shall conform to the size limitation (35 lbs.) and other restrictions; and (3) any pet kept in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance, after causing more than one violation, shall be permanently removed from the property upon three day's written notice from the Board.

Village ordinance requires that all dogs be leashed when outdoors. In addition to a complaint being filed with the Association, pet owners in violation of Village leash law, clean up or nuisance ordinances may also be reported to Village authorities (leashing or barking violations are reported to the Hoffman Estates Police, 847/882-1818; waste violations are reported to the Village, 847/882-9100, Code Department).

Dogs may be tied to stakes, which must be located directly behind the owner's unit with access limited so as to not infringe on neighboring Common or Limited Common Elements. The stake should be placed near the building and low enough in the ground so that it does not impede or interfere with lawn maintenance personnel or equipment. Pets may not be left tied and unattended.

Any deposit of solid waste by a pet anywhere within the Princeton Townhomes development shall be **immediately and properly disposed of** by the person attending the pet.

The unit owner is responsible for any damages and/or violations of these rules caused by pets kept or maintained in the unit, including pets of tenants, guests, and/or visitors.

- (7) **Trash.** In accordance with Village ordinance, trash/garbage, recycling bins, or other material shall not be put out for pickup prior to 6:00 p.m. on the day preceding collection and should be out by 7:00 a.m. of pickup day, which is when Village collection begins. Recycling bins, trash containers and any materials not removed by trash collectors must be retrieved by residents by 10:00 p.m. the day of pickup.

Trash and trash containers must be stored inside the unit garage; storage on or under decks, on patios or on any common area is not permitted.

- (8) **Garage Sales.** Sales may be held on the third (3rd) weekend during the months of May, June and/or July each year. Any garage sales being held at times other than the three stated weekends will be asked to shut down and may be issued a warning or violation.

- (9) **Decorations.** Outdoor holiday decorations may be installed no earlier than one (1) month before, and removed no later than one (1) month after, the date of the holiday.

- (10) **Weather Sheeting.** Plastic sheeting material to shield against drafts and cold is permitted on the inside of the unit only.

- (11) **Sports items.** Sports or recreational equipment, including but not limited to basketball and volleyball nets, must be stored in the unit garage each evening.
- (12) **Temporary structures.** The **Townhouse Owner** must obtain approval from ACM before erecting any temporary structures, e.g., tents or play equipment for parties. Such structures may be erected for a 48-hour period only. Repetitive use is prohibited.
- (13) **Commercial vehicles.** Commercial Vehicles. Vehicles used by a unit owner/tenant and operated for the transportation of persons or property in the furtherance of any commercial or industrial business, for-hire or not-for-hire, must be parked in a garage with the door closed.

REASON FOR RULE: A major reason for adopting the rule above is that some homeowners are parking commercial vehicles in their driveway. If left unchecked, this could compromise the aesthetic appearance of the community and may pose a security issue when equipment is left within the vehicles. To further provide definition of a commercial vehicle and avoid any misunderstandings as to what constitutes a commercial vehicle; the board has adopted the official Illinois Vehicle Code definition.

- (14) **Parking.** Residents must park in unit garages or driveways. Prior permission must be obtained for alternate parking. Vehicles must not be parked in locations that block driveways, roadways, sidewalks, mailboxes or fire hydrants, or that impede street maintenance or snowplowing.

A visitor may use a guest parking space for up to one week. Approval from the Association Board is required for a longer period.

A commercial vehicle may park in a guest parking area for the period of time necessary to provide the commercial service to a nearby unit.

A commercial vehicle may not block access to any driveway, common element or street.

The Association may allow a commercial vehicle (such as a vehicle used for snow removal) access to a designated guest parking space for an extended period of time, for the purpose of allowing a contractor greater efficiency and timeliness in servicing the entire Townhome community. The Association will have the contractor rotate the site or location of the vehicle so as not to compromise the aesthetic appearance of the surrounding Townhomes over a long period of time.

- (15) **Non-owner Residents.** If a townhouse occupant who does not own the unit violates any provision of the Declarations, By-Laws or Rules and Regulations, the Association may proceed directly against the tenant and/or the unit owner to seek any of the remedies set forth in the Declarations, for the breach by the tenant of any covenant, rule, regulation, by-law or statutory provision. The Association Board will use its discretion to determine whether to take action against the unit owner, the tenant, or both. As a general rule, unit owners are responsible for the conduct of all residents and guests occupying or visiting their unit.

- (16) **Contractors.** Individual unit owners are not to contact or communicate directly with any Association contractors, vendors, or employees, working on Association property unless directed to do so by the Association Board or our property manager.

ENFORCEMENT PROCEDURES – VIOLATION AND FINES POLICY

Section 18.4(l) of the Illinois Condominium Property Act state that if someone is believed to be in violation of any of the provisions of the BY-LAWS and DECLARATION or the RULES AND REGULATIONS, a signed, written complaint (Sample Form 1) must be submitted by an owner, the property manager, a resident, or a member of the Condominium Association Board of Directors. You may obtain a complaint form from ACM by telephone or from the Princeton section of the ACM website.

If a complaint is received that you are in violation, you will be given a **written warning** that includes:

1. notice of the complaint (Sample Form attached), informing you of the alleged violation;
2. a request to remedy the violation within a specific time frame; and
3. a procedure for requesting a hearing to review the complaint.

A written notice, sent via U.S. mail, is deemed to be sufficient notice of the complaint and the opportunity to have a hearing. If you do not request a hearing or do not appear at a hearing you have requested, the process will proceed without you. Hearings are normally held at the monthly meeting of the Board of Directors. At the hearing, you will have the opportunity to respond to the evidence presented to the Board. The identities of complainants will be kept confidential in all Association hearings; hearings will be conducted during Executive Session and will be closed to the public. The Association Board of Directors will make a determination from the hearing and issue its findings, in writing (Sample Form 3), to the alleged violator.

If a unit owner does not remedy the violation, and is found responsible for the violation by the Association Board, a **violation notice** will be issued that will inform you of

1. The violation;
2. the nature of the remedy (if applicable);
3. the time frame for remedying the condition;
4. fines or other charges that have been assessed.

If a violation is not remedied within the specified time – for example, relocation of a satellite dish – it may be considered an ongoing violation, with fines accruing until the remedy is in place. A violation that is remedied and occurs again – for example, unleashed pets – may be considered a separate violation, and may incur additional fines. In addition to fines, penalties available to the Board include costs to remedy damage; attorney and collection fees, property liens and legal action. Unpaid fines and other charges are posted to the unit's Association account, and may be collected at closing when the unit is sold. Fines are assessed and escalate as follows:

| FIRST OFFENSE | WARNING |
|--------------------------|---|
| Failure to remedy | \$25.00, plus \$5.00/day (if ongoing), plus costs |
| SECOND OFFENSE | \$50.00, plus \$5.00/day (if ongoing), plus costs |
| THIRD OFFENSE | \$100.00, plus \$5.00/day (if ongoing), plus costs |
| FOURTH OFFENSE | \$150.00, plus \$5.00/day (if ongoing), plus costs |

The Association Board reserves the right to assess fines of **\$5.00 per diem** for violations of an ongoing nature, and shall provide notice thereof.

The Association Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Costs and attorneys' fees shall be charged to the unit owner at the time they are incurred. If your fines and other costs remain unpaid, the Board has the right to add them to your unit's assessment account; any outstanding balance in this account must be paid to the Association at closing before you can sell your unit.

PLEASE NOTE

If you are selling your unit, your attorney must notify the management company to order the paid assessment letter at least (30) days prior to closing in order to avoid added processing time.

If you have just purchased your unit, you must complete and return the "Resident Information" form to the management company office within (10) days after closing or be in violation of the Rules and Regulations.

ATTACHED SAMPLE FORMS:

- (1) Architectural Control Form, Approval Request
- (2) Violation complaint
- (3) Notice of Violation
- (4) Determination of Board of Directors

**TOWNHOMES OF PRINCETON
ARCHITECTURAL CONTROL FORM**

APPROVAL REQUEST

Date: _____

Homeowner's Name: _____ Phone #: _____

Address: _____

Request change: (Mark all that are applicable and attach **detailed drawings**. Three (3) copies of this form and accompanying paperwork must be submitted. Items attached to, installed in or installed on Common Property need approval.) Please allow 30 days for approval.

Including, but not limited to:

- _____ Satellite Dish
- _____ Patio Extension
- _____ Storm door (please specify front, back, or both) _____
- _____ Malibu (landscaping) lights
- _____ Any item permanently attached to deck
- _____ Other, please explain _____

Village Permit necessary? _____

Village Permit applied for? _____

The following must be signed by the homeowner:

- Any interior damage caused by the installation of a satellite dish becomes the homeowner's responsibility.
- The inspection fee will cover two inspections to be coordinated between the homeowner and management. The first inspection is to locate the dish and the second is by a licensed roofer.
- Please have installer forward a certificate of insurance to the management company.

Owner Signature

Date

Submit this completed form to:
American Community Management
1908 Wright Blvd.
Schaumburg, IL 60193
Fax: 847-301-7472

For Board, Architectural Committee, and/or Buildings and Grounds Committee use only:

**PRINCETON CONDOMINIUM ASSOCIATION
VIOLATION COMPLAINT**

OFFENDER'S NAME: _____

ADDRESS: _____

VIOLATION LOCATION: _____

VIOLATION AND APPROXIMATE DATE: _____

COMPLAINT SUBMITTED BY: _____
(to be kept confidential)

TELEPHONE #: _____

ADDRESS: _____

SIGNATURE: _____

DATE: _____

Submit to: American Community Management Company
1908 Wright Blvd.
Schaumburg, IL 60193
874-301-1133
fax: 847-301-7472

NOTICE OF VIOLATION

DATE: _____

TO: _____

RE: Violation of Declaration, Bylaws or Rules.

You are hereby notified, as the owner of the townhome located at _____, that you have violated the Declarations, By-laws or Rules of the Princeton Condominium Association as follows:

Rule: _____

Nature/date(s) of violation: _____

You must correct this violation as follows:

Remedy: _____

To be corrected by: _____

This notice is a warning. No fines or other costs have been assessed at this time.

If you fail to remedy this violation as instructed, fines may be assessed as follows:

- First offense \$25.00
- Second offense \$50.00
- Third offense \$100.00
- Fourth offense \$150.00
- In the event of subsequent offenses, legal action will be initiated

If you do not remedy the violation as required or within the time specified above, it may be considered ongoing, and an additional fine of \$5.00 per day from the date of the infraction will be assessed.

If you believe this violation to be unjustified, you may attend a hearing before the Board of the Association on _____ at 7:00 p.m. at the office of American Community Management, 1908 Wright Blvd., Schaumburg. If you request a hearing, penalties will not be assessed until after the hearing. If you do not appear, or are found by the Board to be in violation, fines, cost of remedies and fees may be assessed. Penalties will be effective from the date of infraction.

Thank you for your prompt attention to this matter.

Board of Directors
Princeton Condominium Association

DETERMINATION OF BOARD OF DIRECTORS

DATE: _____

TO: _____

RE: Violation of Declarations, By-laws or Rules

On _____, you were notified that you were in violation of the Declarations, By-laws and/or Rules of The Princeton Condominium Association as follows:

A hearing was held on _____, with the following determination of the Board:

_____ You were found not to be in violation and no further action will be taken.

_____ You were found to be in violation, but because there were extenuating circumstances no fines were assessed.

_____ You were found to be in violation, and the following penalties have been assessed:

- Fine for _____ offense \$ _____
- Ongoing violation _____

TOTAL \$ _____

_____ You must remedy the violation as requested within _____ days at your own expense. If you do not, the Board will remedy the violation and add all charges to your Association account.

_____ You have not remedied the violation and the following penalties have been assessed:

- Fine for _____ offense \$ _____
- Ongoing penalties _____
- Cost of remedies _____
- Administrative fees _____
- Legal fees _____

TOTAL \$ _____

Other: _____

Board of Directors
Princeton Condominium Association

THE PRINCETON CONDOMINIUM ASSOCIATION BOARD OF DIRECTORS

These Rules & Regulations shall become effective in accordance with the requirements imposed by the Declaration and By-Laws.

Adopted this 28th day of September, 2004, at Hoffman Estates, Illinois.

President

Vice-President

Treasurer

Secretary

Member-at-large

American Community Management

_____ (Corporate Seal)

Being all of the members of the Board of the Association