

***The Condominium Association of the Village at Pleasant Hill***  
***RULES and REGULATIONS***

*Revised 02/20/2011*

*To All Residents of The Condominium Association of the Village at Pleasant Hill.  
Dear Unit Owner:*

*Many things must be considered when choosing the condominium lifestyle in which to live. To enjoy a purchased unit, the surrounding community and others with similar interests, one must first understand what a (Condominium) Association is.*

*The basis of any Condominium Association is its underlying documents, for example, the Declaration of Condominium Ownership and By-Laws, and the Rules and Regulations. These define the purpose and organization, the rights and obligations of each owner, and the rights of all owners collectively.*

*Rules and Regulations clarify day-to-day operations, particularly as they relate to individuals living on the property. They are the means by which we may cohabit successfully, knowing what privileges we have, and what acts would be transgressions against the safety or welfare of others.*

*These Rules and Regulations are designed to help you understand the various requirements you will be exposed to. It is also intended to be a reference manual, where information can be ready at your fingertips.*

*Enforcement of these rules is based on a democratic process; violators are informed of the grievance against them, given opportunity to respond and given the opportunity to have a hearing before the Board of Directors.*

*Please take the time now to review this information carefully; keep it handy so you can refer to it in the future.*

*Sincerely,*

*Your Board of Directors*

***The Condominium Association of the Village at Pleasant Hill***

**Definitions**

**Declaration** - The Declaration of Covenants, Conditions and Restrictions for *The Condominium Association of the Village at Pleasant Hill* which was recorded in the Office of the Recorder of Deeds of Lake County, Illinois.

**By-Laws** - The By-Laws of *The Condominium Association of the Village at Pleasant Hill*

**Association**- *The Condominium Association of the Village at Pleasant Hill*, an Illinois Not-for-Profit Corporation and a Condominium organized pursuant to the Illinois Condominium Property Act.

**Board** - The Board of Directors of the Association; The Board of Directors is comprised of five unit owners who are elected by the homeowners. The officers are elected by the Board itself.

**President** - The President shall be the principal executive officer of the Association and shall in general supervise and control all of the business and affairs of the Association. He shall preside at all meetings of the members and of the Board. He may sign, with the Secretary or any other proper officer of the Association authorized by the Board, any deeds, mortgages, contracts, or other instruments which the Board has authorized to be executed and any amendment to the Declaration or Plat as provided in the Act, and, in general, shall perform all duties incident to the office of the President and such other duties as may be prescribed by the Board from time to time.

**Vice President** - In the absence of the President or in the event of his inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-President, in order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of, and be subject to all the restrictions upon, the President. Any Vice-president shall perform such other duties as from time to time may be assigned by the President or by the Board.

**Treasurer** - The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Association; keep the financial records and books of account; receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article VII of the By-Laws; And in general perform all the duties incident of the office of Treasurer and such other duties as from time to time may be assigned to him by the President or the Board.

**Secretary** - The Secretary shall keep the minutes of the meetings of the members and of the Board in one or more books provided for that purpose; see that all notices are mailed in accordance with the provisions of these By-Laws or as required by law; receive all

notices on behalf of the Association and, together with the President, execute on behalf of the Association, amendments to Condominium instruments and other documents as required or permitted by the Declaration, these By-Laws or the Act; be custodian of the records and, if incorporated, of the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board.

**Managing Agent or Property Management** - The person or entity, if any, who has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board. The Agent reports directly to the Board of Directors and handles the day-to-day affairs of the Association. The Agent has been selected by the Board of Directors to offer professional guidance in the selection of contractors, handling homeowner correspondence and complaints, conducting onsite inspections, enforcement of the rules and regulations, accounting and record keeping of assessment payments, investment funds, liaison with the Association's appointed attorney and attendance at Association meetings to report on the current status and condition of the Association's business.

**The Agent should be contacted by phone or in writing if a unit owner has a problem, question or complaint with regard to any of the above noted areas.** The Board of Directors is informed of all such contact. Decisions are made at each Board meeting and the best course of action is then decided. Emergencies are handled as quickly as possible.

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

**Common Element** - Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in common with all the other Unit Owners of the Property and except as otherwise limited in the Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of his Unit as a place of residence, and such other incidental uses permitted by the Declaration, which right shall be appurtenant to and run with his Unit. Such right shall extend to each Unit Owner, and the agents, servants, tenants, family members and invitees of each Unit Owner. Each Unit Owner's interest shall be expressed by a percentage amount and once determined, shall remain constant and may not be changed without unanimous approval of all Unit Owners, unless hereafter changed by recorded amendment to the Declaration consented to in writing by all Unit Owners. The Trustee has so determined each Unit's corresponding percentage of ownership in the common Elements. *Common areas are owned jointly with all other unit owners. Examples of Common areas: (Streets, land, amenities, roofs and siding)*

**Limited Common Element** - The Limited Common Elements are such parts of the Common Elements serving exclusively a single Unit or adjoining Units as an inseparable

appurtenance thereto, as designated as such in the Declaration, including in the Plat, or which by the nature or location thereof, or by the terms of the Declaration, are clearly intended to be reserved for or for the use of one or more units to the exclusion of other Units. The Limited Common Elements appertaining to, or designated or reserved for or for the use of, or serving any Unit (alone or in conjunction with other Units) are hereinafter from time to time referred to as the **Limited Common Elements** of such Unit. The Limited Common Elements shall include, but shall not be limited to, the following

(a) **Patios** serving exclusively a single Unit

(b) Any system or component part thereof (including, without limitation, the **furnaces, boilers, fittings, housings, ducts, flues, shafts, electrical wiring, conduits** and the areas or rooms containing them) which serves a Unit exclusively, to the extent that such system or component part is located outside the boundaries of a Unit

(c) **Driveway**: that portion of the **driveway** adjacent to a Unit which serves exclusively that Unit. The driveway is considered a Limited Common Element.

(d) **Maintenance of Limited Common Elements**: It shall be the unit owner's responsibility to keep the Limited Common Elements pertaining to their unit in good repair. All windows, screens, garage doors, and entry doors must be kept functional and free of damage and present a pleasing, uniform appearance. From time to time, the board may direct limited painting or repair. These board directed tasks must be performed in a professional manor within the timeframe specified by the board. In all cases, the board will suggest a capable contractor to perform these tasks for a fixed fee, should the unit owner prefer. Notwithstanding the foregoing, the Association under certain circumstances may handle the maintenance, repair and replacement of limited common elements and charge some or all of the costs of the work back to unit owners on an individual basis.

**Unit** - A portion of the Property that is owned by a Unit Owner.

**Member of the Association** - A unit owner. Unit owners are responsible for any and all violations related to their unit, whether caused by themselves, tenants, guests or their tenant's guests.

**Common Expense or Assessment** - Any amount which the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments and charges or expenses or assessments which are levied pursuant to the Declaration By-Laws, or the Rules and Regulations.

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## **GENERAL RULES AND REGULATIONS**

All rules, regulations, restrictions and covenants contained in the **Declaration of Condominium Ownership; Easements, Restrictions, Covenants and By-Laws for The Condominiums Of The Village At Pleasant Hill Association** referred to as "**The Declaration**", are incorporated as part of these Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, By Laws or the Rules and Regulations are in conflict, the provisions of applicable law 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. Exceptions to the rules may be made only in writing, signed by the Board of Directors or its duly authorized agent following a written request by a Unit Owner. In the event any person is required to contact and/or provide documents to the Association or the Board of Directors under these Rules, that person may make such contact and/or provide such documents through the current Managing Agent.

### **A. VANDALISM**

Any acts of vandalism should be first reported to the Waukegan Police Department and then to the Association so that the necessary repairs may be completed. If vandalism is committed by an owner, resident, or their guest, a violation complaint will be filed.

### **B. CONDUCT OF RESIDENTS AND GUESTS**

No person shall conduct any activity in the parking areas or anywhere where they may endanger themselves or unnecessarily disturb other Residents. Any damage done will be charged to the unit owner responsible. Climbing of trees is forbidden at any time.

### **C. SOLICITING**

Door-to-door solicitors are discouraged by the Association. Be advised that under the ordinances of the City of Waukegan, all solicitors must be registered with the City prior to soliciting. Any unauthorized solicitors should be discouraged by individual homeowners. If you see any suspicious solicitor, please contact the Waukegan Police Department.

### **D. PETS**

Pets are limited to a total of three (3) per household.

No animals, other than dogs, cats, or other animals reasonably considered to be household pets, may be kept anywhere on the property, nor shall any animals be kept, bred or maintained for any commercial purpose. All dog and cats must have a City Of Waukegan License and a current Rabies vaccination tag. No pet shall be allowed to create a nuisance, unreasonable disturbance or damage any Common Property.

The Board may determine that a pet constitutes being a nuisance or unreasonable disturbance, and in making this determination, the Board may consider any relevant factor including, but not limited to, the nature of the pet and the manner in which the pet is cared for by the Owner or Resident. Any such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property upon seven (7) days written notice from the Board.

**Pets must not be left unattended at any time while outdoors.** All pets must be kept on a **hand held leash** at all times when not in the Residential Unit. No pet (including cats) shall be allowed to roam freely or to be chained to or tied to any stationary object or device designed or intended for such purpose on the common area. Having such an object or device installed on any common area shall be a violation of this rule. Pets shall be controlled inside and outside of the unit so as not to create a nuisance anywhere on the property; e.g., excessive barking, whimpering, growling, meowing, crying.

**All pet waste must be removed immediately and disposed of in a sanitary manner.** Disposal containers for pet waste **are not** to be stored outside the unit. If your neighbor can smell it, it has not been properly disposed of. Any Owner, lessee or guest who fails to immediately clean up after his or her pet(s) will be notified in writing via a Violation Notice and **WILL BE FINED**. If after twenty-four (24) hours after receipt of the written notification, the waste has not been cleaned up, the Board shall cause it to be cleaned up and assess all costs incurred in addition to the fine. Repeated failure to clean up pet waste will result in escalating fines and may be a basis for the Board to determine that a pet is a nuisance, subject to removal from the property.

#### **E. SIGNS**

"For Sale", "For Rent", and/or "Open House" signs are subject to approval by the Board. The following are pre-approved guidelines: One standard type Realtor, For Rent or For Sale by Owner sale sign is allowed per unit, to be displayed in a window only. In addition, a standard type "Open House Sign" is allowed on common ground in front of the unit on the day of the open house. No realtor signs of any kind may be placed in the common area except for Open House which must be removed at the conclusion of the open house.

Advertising signs for business or commercial activities are prohibited everywhere on the property.

No illumination of any kind is allowed on any sign.

#### **Alarm System Signs**

Signs announcing an Alarm System are limited to a single sign measuring no more than 12" by 12" installed in the front planting area.

#### **F. LEAFLETING**

Any person seeking to distribute commercial literature on the property, other than through the U.S. Postal Service, must first receive a permit from the City of Waukegan. Leaflets, posters, or flyers cannot be attached to mailboxes or placed on doors. If any questions arise, call the Managing Agent.

**G. GARAGE SALES – ESTATE SALES – YARD SALES**

*Individual* garage and/or house sales by the unit Owner are prohibited. The Board shall set two or three dates, per year in the spring and the fall, for *community* Garage/Estate Sales.

Yard Sales are prohibited.

The owner of any unit having an unauthorized Garage or Estate Sale will be fined.

**H. GARBAGE AND TRASH**

All garbage and trash is to be placed in "hard" covered containers provided by the scavenger service. All garbage must fit in the furnished container. Recyclables are to be placed in appropriate recycling bins. The unit owner must make arrangements with the scavenger service for a special pickup of any trash that will not fit in the furnished container. Garbage containers must be kept indoors at all times and should only be placed outside for collection after 4:00 PM. the evening before collection. Garbage containers, re-cycling containers, and any garbage not picked up must be brought in by 9:00 PM, the day of collection. Unit owners are requested to retrieve their containers as soon as possible so that they do not roll into the street. *Failure to store garbage containers properly and promptly will result in escalating fines.* Residents are not to use any garbage container belonging to another resident. No one shall be allowed to scavenge garbage other than the hired scavenger service.

**LITTERING** No littering at anytime, anywhere. Note: Cigarette butts are considered litter.

**I. SEASONAL DECORATIONS**

Seasonal Decorations shall be allowed. However, such decorations shall not be installed earlier than thirty (30) days prior to the coinciding holiday, and must be removed no more than thirty (30) days after the holiday date coinciding with said decorations. Decorations, are not to be put up more than thirty (30) days prior to the coinciding holiday and must be taken down no more than thirty (30) days after the coinciding holiday. .

Decorations shall be allowed on a unit's door entrance and patio. Any decorations beyond those placed on the door or patio must be placed in areas where they create no hazard to other tenants, nor create a safety hazard. Such areas may be, but shall not necessarily be, in bushes or trees (and, if allowed, only to the extent that there are no loose or unsightly wires remaining on common elements). Freestanding, but properly secured decorations, may be allowed in grass common areas adjoining the unit. In no way shall any allowed decorations prevent ingress or egress to the unit owner, any tenant, or any service person or the like.

**IT IS ABSOLUTELY FORBIDDEN TO USE TAPE OR ANY NAIL OR SCREW OR FASTENER THAT PENETRATES THE SURFACE OF THE BUILDING ON THE EXTERIOR PORTION OF THE BUILDING.** In the event there is any damage caused by any decorations (either through hanging, use, removal or otherwise), the Unit Owner shall be totally

responsible for any necessary repair. If said Unit Owner does not undertake said necessary repair upon the removal of the damaging decorations, the cost of such repair will be charged to the Unit Owner by the Association and a violation fine assessed. Any potential safety hazards (including, but not limited to, improperly hung decorations, non-water resistant electrical cords, the lack of necessary extension cords, etc.) are strictly prohibited.

#### **J. USE OF PROPERTY.**

##### **Flag Holders**

Flag holders are to be of a small, unobtrusive bracket that shall be installed on front area of garage high enough to keep flag from touching the ground. End units may use beam on front porch. No other type of flagpole (i.e., free standing) shall be allowed. Only an American Flag, Military Flag, or a seasonal flag coinciding with the current season may be displayed on the flag holder. Please use practices for display and removal that honor our country's flag.

##### **Lawn Ornaments**

Each Residential Unit may have a total of no more than three (3) decorative items on the Common Element in front or in back of the unit.

##### **Garage Doors**

Garage doors must be kept closed except when performing an activity requiring them to be open. Keeping garage doors open allows vermin an entry to the unit and invites an undesirable element into our community.

**Playground Equipment** is prohibited on all common areas.

#### **K. STORM DOORS AND SCREEN DOORS**

All storm doors and/or windows must be white in color and full view in style. Self storing and non-self-storing doors meeting these requirements are allowed. See Exhibit "A" for a selection of allowable storm doors/screens.

#### **L. ROOFS**

No person is allowed on roofs without permission from the Board or the Management Agent. Only vendors approved by the board will be allowed on roofs.

#### **M. MAINTENANCE REQUESTS**

All maintenance requests shall be made IN WRITING to the Managing Agent. Under normal circumstances, the managing agent will be for respond within 2 business days of the initial request.

#### **N. SECURITY**

If any suspicious activities are observed, notify the Police immediately. Write down any license numbers you observe. Residents are encouraged to form and support a Neighborhood Watch Program

**O. PLANT MATERIAL**

The association suggests that residents water common elements adjacent to and near their unit.

The above should be accomplished within the watering guidelines established by the City of Waukegan.

Flower beds shall be limited to original non-sodded areas. Plantings must be installed in such a way so as not to interfere with the functions or any maintenance equipment used for the grass or Common Property.

Vegetables or fruit plants are permitted in containers on Patios and are limited to two plants providing fruit or vegetables for the resident only.

Unit owner shall be responsible for the care and maintenance on any flowers they install.

Any perennial plant material, other than existing beds, must be approved by the Board. Once approved changes have been made, the Association is no longer responsible for maintenance and replacement of that area.

Plants or vines that cling or crawl or affix to any part of the unit building, including the garage, will not be permitted.

Any sod or other Common Property damaged or removed by any persons or pet on the property shall be replaced at the expense of the Unit Owner who is responsible.

The installation on the common elements of plantings by residents shall not be deemed to change the undivided interests in the common elements of the condominium, and any rights to install plantings on the common elements are nonexclusive, revocable at any time in the sole discretion of the Board and subject to any restrictions, conditions, guidelines and/or limitations which may be established from time to time by Board by resolution.

**P. STRUCTURE IMPAIRMENT**

Nothing shall be done in, on, or to any part of the Condominium Property that would impair the structural integrity of any building or structure located on the Condominium Property.

Attachment of any objects other than seasonal decorations to the outside Common Property of the building is prohibited without written permission for the Board.

**Q. ALTERATIONS**

No alterations of any kind may be made to the exterior portions of any building, including roofs, siding, patios, driveways and sidewalks without written permission of the Board. Patio expansions must be approved in writing by the Board and are limited to a 3 foot poured concrete extension away from the building. Any patio extension must meet Waukegan building codes and any required permits are the responsibility of the unit owner.

**R. ANTENNAS**

Only those antennas installed by the Association are permitted, unless granted permission, in writing, by the Board of Directors.

## **S. SATELLITE DISHES**

See Exhibit "B"

## **T. GROUNDS AND PONDS**

The pond shall not be contaminated by anything other than water from the storm drains. *NOTHING* may be thrown in the pond at any time.

Skating, fishing, boating, swimming, wading, and any recreational use of the pond is strictly prohibited.

Many forms of wildlife make use of the pond. At no time are wildlife using the pond to be disturbed. The ducks and geese using the pond are federally protected Migratory Waterfowl. The federal penalties for disturbing them can be severe.

## **II. VEHICLES**

### **A. GENERAL RULES**

Vehicles may not be parked, maintained or stored so as to obstruct passage or other vehicles on the property.

Vehicles may not be parked on the street within 10 feet on either side of any mailbox at anytime.

All vehicles are restricted to paved surfaces, including the streets, courts, driveways and parking areas on the property. There shall be no parking or driving on any lawn area or sidewalks. Sidewalks may not be blocked by any vehicle. Vehicles shall not be allowed to block any driveway.

### **B. VEHICLE RULES/TRAFFIC/ PARKING**

In connection with these regulations, our community is subject to the City of Waukegan's traffic laws and ordinances for the enforcement of posted traffic and parking regulations for homeowners and their visitors.

a. At no time may a boat, camper, trailer of any type, or storage container of any type be parked or stored in any driveway for more than 2 nights or at any time in a guest parking area without permission from the Board. To do so will be a violation. Should the offending object not be removed within seven days, an additional violation will be assessed and the process will repeat every seven days.

c. A non-operable vehicle will be allowed in any driveway or parking area for a maximum of three days. After three days the vehicle will be subject to being towed and the responsible unit owner fined. All towing charges will be the vehicle owner's responsibility.

d. Parking of any motorized vehicle is prohibited on grass common areas, across sidewalks or upon sidewalks or in a position to block any driveway.

e. Bicycles, skateboards, or motorized toys, camping equipment are not allowed on any common parking area or grass area.

f. All motor vehicles are restricted to the streets and parking areas.

g. Snowmobiles may not be operated anywhere on the property. Mini-bikes, mopeds, motorized scooters, motorcycles, and any other motorized conveyance, shall not be operated on the property.

h. Non-emergency repairs to vehicles are not permitted in guest parking areas or driveways. Repairs must be performed in garages.

i. Stop signs and traffic controls must be obeyed subject to enforcement by the Waukegan Police Department.

j. City and Fire Ordinances prohibit parking within 15 feet of the fire hydrants,

k. Residents are strongly requested to park cars in their garages and driveways and save guest parking for guests. (Note: cars must be removed from driveways when snow removal equipment is present or the driveway may not be plowed.)

l. Any vehicle left in a guest parking area for more than 7 days will be subject to being towed. All towing charges will be at owners expense.

m. Guest parking is for residents and their guests only. Others may be towed. All towing charges will be the vehicle owner's responsibility.

### **III. RULES RELATED TO LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS.**

1. All Unit Owners who do not reside in a Unit Owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Management Company in locating a Unit Owner who fails to provide such information shall be assessed to the Unit Owner. Unless otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit and the Management Company shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by any delays in receiving notice resulting there from.

2. No Unit Owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes. Every lease must be in writing and must be for a period of at least one year, and filed with the Management Company.

3. Every lease shall be in writing and shall contain the following provision: "THIS LEASE IS SUBJECT TO COMPLIANCE BY THE LESSOR AND THE LESSEE, WITH ALL THE PROVISIONS OF THE DECLARATION, BY-LAWS, AND RULES and REGULATIONS OF THE *The Condominiums Of The Village At Pleasant Hill Association*." Such lease shall also have attached the Association's standard "Rider of Lease" which is available from the Managing Agent (See Exhibit "C")

4. All owners leasing their units must deliver a copy of the signed lease to Management not later than the date of occupancy or ten (10) days after the lease is signed, whichever occurs first.

5. The Unit Owner shall be responsible for providing his or her tenants with a current copy of these Rules and Regulations.

6. Owners are responsible for acts of their tenants and guests, including the payment of any fine assessed for acts of the tenant or guest under these Rules.

7. Provisions herein that relate to the execution of new leases shall become effective upon the expiration of any lease that is currently in effect. However, the requirements herein are effective immediately. Unit Owners shall supply the Association with a photocopy of any existing lease no later than thirty days after the effective date of these Rules.

8. At no time may a unit be occupied by more persons than allowed by the zoning regulations of the City of Waukegan.

#### **IV. UNIT SALES**

1. The resident shall provide to the Association a formal written notice of intent to sell and or the proposed date of closing. Included must be the name, address and telephone number of the proposed new owner. This information shall be provided at least 30 days prior to closing, for a purpose of timely receipt of Condominium Assessment Letter.

2. Any debris which remains after a moving procedure or delivery has been completed shall be removed and disposed of properly at the expense of the unit owner.

3. The Managing Agent charges a fee a "Paid Assessment Letter" for sale or refinancing of your home. Information regarding costs for this letter may be found at – [www.condocerts.com](http://www.condocerts.com).

4. The association charges for copies of Association governing documents may be increased or decreased by Board resolution. The Rules and Regulations and the Declaration may be downloaded from the association website, [www.pleasant-hill.com](http://www.pleasant-hill.com), at no charge.

#### **V. ASSESSMENTS AND COLLECTIONS**

1. Please note that pursuant to the Statutes of the State of Illinois, the Association is authorized to pursue forcible entry and detainer proceedings for delinquent assessments and other monies owned to the Association. These proceedings may result in the Resident's loss of possession of his/her unit.

2. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first day of each month.

3. A late charge will be assessed to any payment received after the 15th of the month. In the event the 15th of the month falls on a weekend or a holiday, a late charge will be assessed to payments received on or after the next business day. Late fees may be increased or decreased from time to time by Board resolution.

4. Any Unit Owner who is **60 days** behind in payment of his assessment shall have their case automatically placed for collection. The management company will charge a fee for notification letters regarding delinquent accounts. The management company may charge an additional fee for any communication letters necessary to effect prompt payment.

5. Once a delinquent Unit Owner is sent to the Association Attorney for collections, all legal fees incurred by the Association to collect these past due assessment(s) will be charged to the Unit Owner.

## VI. COMMON AREAS

1. Any Activity that creates a nuisance, damages any Common property or disrupts the peace is prohibited on any portion of the Common Property or Limited Common Area. .
2. While the building is to a degree soundproof; noise does travel through the unit walls into other units. As a courtesy to your neighbors, turn down the sound on your stereos, TVs, and radios. **If your neighbor can hear sounds from your unit, it's too loud!** Unreasonable noise or disturbance is not permitted at any time.
3. No barbeque grills of any kind may be kept or stored on the Common or Limited Common Elements; i.e., the driveway or lawn, with the exception of patios. While not in use, grills may be kept on patio or stored in your garage. Grills may not be used under any overhang and must be a least 5 feet from any building when in use. **Grills may not be used inside the garage.**
4. Unattended lawn furniture will not be allowed on the Common or Limited Common Elements areas other than on your patio.
5. Entryways or porches are not be used for storage and are to be kept free of any items, except for plants. Units that do not share an entry walk may have furniture specifically designed for outdoor use. Any improperly stored items may be removed and disposed of by the Board.
6. Unit Owners may not enclose any portion of the Common Property with a fence or other boundaries. No tent or inflatable structure or temporary structure may be erected on any area of the property at any time.
7. No noxious, unlawful or offensive activity shall be carried on in any unit or in the common elements, nor shall anything be done therein, either willfully or negligently, which may be an annoyance to the other owners or occupants or which shall, in the judgment of the Board, cause unreasonable noise or disturbance to others.
8. No basketball or volley ball net of any kind, permanent or portable will be allowed on any common or limited common area at any time. Waukegan Park District has parks North and South of the property for this type activity.
9. No clothes, sheets, blankets or laundry of any kind shall be displayed on any parts of the Common Elements and limited Common Elements, including patios, porches, entryways, driveways and windows. Condominium property shall be kept free and clear of rubbish, debris, and other unsightly materials and no waste shall be permitted thereon

10. Unit Owners are responsible for picking up any newspapers, litter, trash, etc. that accumulates on the limited common areas of their unit i.e., your driveway, patio, and entry walk.

## **VII. VIOLATIONS AND FINES POLICY**

If someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by an owner, the Managing Agent, a resident, or member of the Board of Directors. If a resident or guest violates or is otherwise liable for a violation of the Rules and Regulations set forth by the Board, the following procedure will be implemented.

1. Upon the first violation, a written notice will be issued stating the date, time and nature of the violation. Should the unit owner feel the violation is unjust, he or she may follow the Remedy procedure below. If the violation is not contested, the Board may find the unit owner guilty and charge the owners account.
2. In some situations, the Board may choose to issue a “WARNING” notice. Should this be the case, the notice will state how long the owner has to correct the situation.
3. Upon a second violation of the same offense within one calendar year, a notice will be issued by the Board stating the date, time and nature of the offense and a \$25 fine will be levied in addition to any costs incurred to remedy the situation
4. Third and subsequent violations will result in a notice and a \$50 fine.
5. Damage and subsequent repairs caused to common areas by a violation of the Rules and Regulations shall be billed to the resident at time and materials basis.
6. The Board shall use whatever legal means necessary to collect incurred fines and fees.

### **Section II – Remedies**

If unit owner feels that he/she has been wrongfully or unjustly cited for a violation, the following procedure must be followed:

1. Within 15 days of the violation notice, the unit owner may submit a written protest to the Board, in care of the Management Company, stating the reasons the individual feels the violation notice is unjust.

2. Should no protest be filed, the allegations in the violation notice shall be considered true. Should a protest be filed within the prescribed time, a hearing on the matter shall be scheduled with the Board or its designated representative.

3. At the hearing, the Board or its representative shall hear and consider arguments, evidence or statements regarding the alleged violation. After the hearing, the Board will notify the unit owner of its findings.

4. Payment of charges or late fees levied under this policy shall not become due and/or owing until the Board has returned its findings. A pending hearing will not give immunity from further violations and fines for a continuing violation. However, other legal or equitable remedies may be pursued by the Board during this time.

5. If the unit owner will be having an attorney appear with him or her at the violation hearing, the Association must be notified not less than five (5) business days in advance of the hearing date to allow the Association to determine whether or not to arrange for one or more of the association's attorneys to attend the violation hearing.

**In all cases, the Judgment of the Board will be final**

#### **VIII. INSURANCE (See Exhibit E)**

Effective June 1, 2002, new legislation made revisions to the Insurance Provisions of the Illinois Condominium Property Act. **All homeowners** are required to obtain and keep insurance for their personal liability for property damage to other units caused by their negligence (see Exhibit "E"). A Certificate of Insurance is required to be submitted to the Board of Directors.

Failure to comply with this rule will result in fines being imposed upon the unit owner.

Certificates are to be mailed to: ***The Condominium Association of the Village at Pleasant Hill***

c/o McGill Management  
1314 N. Rand Road  
Arlington Heights, IL 60004

# EXHIBIT “A”

## APPROVED STORM/SCREEN DOORS

The following are examples of acceptable storm doors. Whatever brand you choose, it must be a **WHITE FULL VIEW DOOR!**



# EXHIBIT “B”

## SATELLITE DISHES

### PREAMBLE

The Federal Communications Commission (“FCC”) has adopted regulations preempting certain condominium association restrictions on the installation, maintenance and use of direct broadcast satellite antennas, multipoint distribution service antennas, local television broadcast antennas, and antennas designed to receive or transmit fixed wireless signals (“antennas”). The Condominium Association of the Village at Pleasant Hill (“Association”) desires and intends to adopt reasonable restrictions consistent with the FCC regulations to govern the installation, maintenance and use of antennas in the best interests of The Village at Pleasant Hill Condominium (“Condominium”) and its unit owners and residents.

The Board of Managers (“Board”) of the Association hereby adopts the following Satellite Dish Rules, which are attached to and made a part of the Rules and Regulations of the Association. These Satellite Dish Rules shall be binding upon all unit owners and their grantees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Condominium. These Satellite Dish Rules supersede any previously adopted rules addressing the same subject matter.

### A. DEFINITIONS

1. Antenna -- Any device used for (a) the receipt of direct broadcast satellite (DBS) services, including direct-to-home satellite services; (b) the receipt of video programming services via multipoint distribution services (MDS); (c) the receipt of local television broadcast signals; or (d) the receipt or transmission of fixed wireless signals. A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets standards established by the FCC for radio frequency emission. Masts, cabling, supports, guy wires, conduits, wiring, fasteners or other accessories necessary for the proper installation, maintenance and use of a reception antenna shall be considered part of the antenna.

2. Exclusive-Use Area -- A limited common element adjacent to the unit owner’s unit reserved for the exclusive use of a designated unit owner as defined in the Association’s Declaration of Condominium Ownership and the Illinois Condominium Property Act.

3. Fixed Wireless Signals -- Any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide B-2 telephone service or high-speed Internet access to a fixed location. This definition does not include, among other things, AM/FM radio, amateur (“HAM”) radio, Citizens Band (“CB”) radio, and Digital Audio Radio Services (“DARS”) signals.

4. Telecommunications Signals -- Signals received by DBS, local television broadcast and MDS antennas, and fixed wireless signals.

5. Transmission-Only Antenna -- Any antenna used solely to transmit radio, television, cellular or other signals. For the purpose of these Satellite Dish Rules, the term “transmission-only antenna” shall not mean antennas designed to receive and/or transmit fixed wireless signals that meet applicable FCC transmission guidelines.

6. Unit Owner -- Any unit owner within the Association. For the purpose of these Satellite Dish Rules, the term “unit owner” shall include a tenant of a unit owner.

## **B. INSTALLATION RULES**

### **1. Antenna Size and Type**

a. “Dish” antennas designed to receive DBS services, including direct-to-home satellite services that are one (1) meter (approximately 39.37 inches) or less in diameter may be installed. Larger antennas are prohibited without the express prior consent of the Association.

b. MDS antennas designed to receive video programming services that are (1) one meter or less in diameter or diagonal measurement may be installed. Larger antennas are prohibited without the express prior consent of the Association.

c. Antennas designed to receive or transmit fixed wireless signals that are one (1) meter or less in diameter or diagonal measurement may be installed. Larger antennas are prohibited without the express prior consent of the Association.

d. Antennas designed to receive local television broadcast signals may be installed, so long as the antenna fits within any applicable mast requirements.

e. Installation of transmission-only antennas is prohibited.

f. Antennas used to transmit signals and/or to receive signals from multiple customer locations are prohibited.

g. All antennas not covered by the FCC regulations are prohibited.

h. No more than one antenna for each type of service may be installed by a unit owner.

### **2. Location**

a. Any antenna shall be located in a planting bed immediately adjacent to a particular unit, unless such location would preclude or unreasonably delay or increase the cost of reception of an acceptable quality signal. If such mandated location is not feasible for any of the aforesaid reasons, antennas may be installed on the unit owner’s exclusive-use area. In general, that area would be a patio adjacent to and serving the unit.

b. With the exception of wiring, antennas must not extend beyond the unit owner’s planting bed or exclusive-use area or encroach upon any other portion of the property.

c. Except as otherwise provided herein, installation shall not be on the common elements, even if an acceptable quality signal cannot be received from a planting bed or exclusive-use area.

d. Installation of antennas on the common elements or the limited common elements does not convert any portion of the common elements or limited common elements to individual-owned property. The installation on the common elements of antennas by residents shall not be deemed to change the undivided interests in the common elements of the Condominium, and any rights to install antennas on the common elements are nonexclusive and revocable at any time in the sole discretion of the Board.

### **3. Installation**

a. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.

b. All installations shall be completed so they do not damage the common elements, the limited common elements or the individual units. No installation shall be

permitted which would void any warranties provided to the Association or in any way impair the integrity of a building.

c. Improper installation can cause damage to structures, posing a potential safety hazard to Association residents and personnel. To ensure that antennas are installed in a manner that complies with B-4 the building and safety codes and manufacturer's instructions, any installer other than the unit owner shall provide the Association with an insurance certificate listing the Association, the Board and the Association's management company as additional insured parties prior to installation. Insurance shall meet the following minimum limits:

i. Contractor's General Liability: \$2,000,000.00; and

ii. Worker's Compensation: statutory limits for all persons performing work on the property.

d. Antennas must be secured so that they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.

e. Any penetration of exterior building components shall be properly waterproofed and sealed in accordance with applicable industry standards and building codes. The purpose of this restriction is to prevent structural damage and moisture infiltration. Exterior antenna wiring shall be installed so as to be minimally visible and shall not be located on roofs.

f. Antennas shall not be installed in any location or manner which interferes with work performed by the Association's landscaping and/or snow removal contractors.

#### 4. Maintenance

a. Unit owners who install or maintain antennas are responsible for all associated costs, including, but not limited to, costs to:

i. Place (or replace), repair, maintain, inspect and remove antennas;

ii. Repair damage to any property caused by antenna installation, repair, maintenance, inspection, removal or use;

iii. Pay medical expenses incurred by persons injured by antenna installation, repair, maintenance, inspection, removal or use;

iv. Reimburse residents or the Association for any and all property damage caused by antenna installation, repair, maintenance, inspection, removal or use (by B-5 any means); and

v. Restore antenna installation sites to their previously existing condition.

b. Unit owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Unit owners shall be responsible for antenna maintenance, repair and replacement and the correction of any safety hazard.

c. If antennas become detached from their original points of installation, unit owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may, without notice, remove or repair antennas at the sole cost and expense of the unit owner.

d. Unit owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates, provided that any repainting does not interfere with reception of an acceptable quality signal.

#### 5. Safety

a. Antennas shall be installed and secured in a manner that complies with all applicable municipal and state laws, ordinances and regulations and manufacturer's instructions. Unit owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.

b. Unless the above-cited laws, ordinances and regulations require a greater separation, antennas shall not be placed within two (2) feet of power lines, above-ground

or buried. The purpose of this requirement is to prevent injury or damage resulting from contact with power lines. The unit owner installing the antenna shall be responsible for contacting the utility companies, as applicable, prior to any installation.

c. Antennas shall not obstruct access to or exit from any unit, walkway, sidewalk, driveway, electrical service equipment, fire lane, fire hose, fire extinguisher, safety equipment, electrical panel, water shut-off valve, or any other area or equipment necessary for the safe operation of the property. The purpose of this requirement is to ensure the safety of Association residents and personnel and safe and easy access to the Condominium's physical plant. d. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the unit owner's unit.

d. To prevent electrical and fire damage, antennas shall be permanently grounded.

### **C. MAST INSTALLATION**

In no event shall a mast extend beyond the unit owner's immediately adjacent planting bed or, if applicable, exclusive-use area or encroach upon any common elements or another unit owner's unit. Mast height may be no higher than absolutely necessary to receive acceptable quality signals. Masts higher than twelve (12) feet above the roofline may be subject to local governmental permitting requirements.

### **D. ANTENNA REMOVAL**

Antenna removal requires restoration of the installation location to its previously existing condition. Unit owners shall be responsible for all costs relating to restoration of this location.

### **E. ASSOCIATION MAINTENANCE OF LOCATIONS UPON WHICH ANTENNAS ARE LOCATED**

1. If antennas are installed on property that is maintained by the Association, the unit owners retain responsibility for antenna maintenance. Antennas must not be installed in a manner that results in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the unit owners are responsible for all such costs, and such costs shall be charged to the assessment account of the unit owner, constitute a lien against the unit owner's unit and be collectible in the same manner as any regular or special (separate) assessment or other common expense.

2. If maintenance requires the temporary removal of antennas, the Association shall provide unit owners with a ten (10) day written notice, provided that there is no emergency requiring earlier removal. Unit owners shall be responsible for removal or relocation of their antennas before maintenance begins and replacement of their antennas afterward. If they are not removed in the required time, then the Association may do so, at the unit owner's expense, and such costs may be charged to the assessment account of the unit owner, constitute a lien against the unit owner's unit and be collectible in the same manner as any regular or special (separate) assessment or other common expense. The Association is not liable for any damage to antennas caused by Association removal or storage.

### **F. INSTALLATION BY TENANTS**

These Satellite Dish Rules shall apply in all respects to tenants or occupants of the unit other than the unit owner. The unit owner shall remain liable for any violations of these Satellite Dish Rules.

### **G. ENFORCEMENT**

If these Satellite Dish Rules are violated, the Association may begin action for declaratory relief with the FCC or any court of competent jurisdiction. The Association also may initiate rule

enforcement efforts and, in the event a violation is determined to have occurred, to the extent permitted by law, all appropriate sanctions may be imposed, including, but not limited to, a daily fine for violations of a continuing nature. In addition to any other available remedy, the Association may seek injunctive relief to prohibit the installation of an antenna or to seek removal of an installation. The remedies hereunder are not exclusive. In the event of any violation of these Satellite Dish Rules, the Association reserves the right to utilize any and all remedies, both legal and equitable, to prevent violations or to compel enforcement. Any election of a particular remedy by the Association shall not preclude the Association from seeking any other remedy. To the extent permitted by law, the Association shall be entitled to recovery of attorneys' fees, costs and expenses incurred in the enforcement of these Satellite Dish Rules, including, but not limited to, fees, costs and expenses incurred in connection with the Association's seeking of injunctive relief. Such fees, costs and expenses shall be charged to the assessment account of the unit owner, constitute a lien against the unit owner's unit and be collectible in the same manner as any regular or special (separate) assessment expense or other common expense.

# EXHIBIT “C” RIDER TO LEASE

This Rider is added to the attached lease in accordance with the Rules and Regulations Of *The Condominium Association of the Village at Pleasant Hill*. By this Rider, the undersigned parties to said lease expressly acknowledge that , as requires by Section 18 of the Illinois Condominium Property Act, every lease and the parties thereto , shall be subject in all respects to the provisions of said declaration as well as the By-Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of *The Condominium Association of the Village at Pleasant Hill* ( The Board), shall be a third party beneficiary of said lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

\_\_\_\_\_(Seal)  
Lessor (Landlord)

\_\_\_\_\_(Seal)  
Lessee (Tenant)

\_\_\_\_\_(Seal)  
Lessor (Landlord)

\_\_\_\_\_(Seal)  
Lessee (Tenant)

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

NOTE: A signed original of said lease and this Rider must be given to the aforesaid Board for its files in accordance with the Rules and Regulations of the Association.

---

Please complete the following for the Association’s use only.

Lessor Information

Tenant Information

\_\_\_\_\_  
Emergency Phone - Home

\_\_\_\_\_  
Emergency Phone - Home

\_\_\_\_\_  
Emergency Phone - Work

\_\_\_\_\_  
Emergency Phone - Work

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
City, State, and Zip

**EXHIBIT “D”  
VIOLATION FORMS**

*The Condominium Association of the Village at Pleasant Hill*

**VIOLATION REPORT**

Please Note: A violation report must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed with the Board, the alleged violator will be sent a notice of the charge(s). Should he/she wish to contest the charge(s), he/she may appeal to the board by the proscribed Remedies.

OFFENDER'S NAME \_\_\_\_\_  
(If known) (please print)

OFFENDER'S NAME \_\_\_\_\_  
(If known) (please print)

DATE \_\_\_\_\_ Time of Day \_\_\_\_\_

VIOLATION(S) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Report Submitted By \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please submit this form to: Pleasant Hill  
Board of Directors  
c/o McGill Management  
1314 N. Rand Road  
Arlington Hts. Ill 60004

*The Condominium Association of the Village at Pleasant Hill*

**VIOLATION REPORT**                       **WARNING LETTER**  
(select one)

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

You are hereby notified, as the owner of the unit at \_\_\_\_\_  
Waukegan, IL, that you have been cited for a violation of the Association's Declaration,  
By-Laws, or Rules and Regulations. The violation occurred on or about \_\_\_\_\_  
20\_\_\_\_ and is described as follows.

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

If the "WARNING" is checked above, you have \_\_\_\_\_ days to correct the matter.

If the "VIOLATION" is checked above, you must follow the Remedy described in the  
Rules & Regulations or you may be assessed a fine.

Thank you for your anticipated immediate attention to this matter.

Very truly yours,

*The Condominium Association of the Village at Pleasant Hill*  
*Board of Directors.*

***The Condominium Association of the Village at Pleasant Hill***  
**DETERMINATION OF THE BOARD OF DIRECTORS**

TO: \_\_\_\_\_ Date \_\_\_\_\_  
(owner of record)

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

On \_\_\_\_\_, 20\_\_\_\_, you were notified of a violation of the Declaration, By-Laws, or Rules & Regulations of The Condominium Association of the Village at Pleasant Hill. Pursuant to the Association's rules:

\_\_\_\_\_ A hearing was held at your request.

\_\_\_\_\_ You have admitted to the violation by default by not seeking Remedy as specified in the Rules & Regulations.

\_\_\_\_\_ The Board found you guilty

\_\_\_\_\_ A fine in the amount of \$\_\_\_\_\_ has been assessed and is now due.

\_\_\_\_\_ Damages have occurred and you are given \_\_\_\_\_ days to correct at your expense.

\_\_\_\_\_ You have been charged for damages in the amount of \$\_\_\_\_\_  
And the total amount is now due.

\_\_\_\_\_ As a result of continued and or repeated violations, we have instructed our attorney to initiate legal proceedings against you.

\_\_\_\_\_ Legal expenses in the amount of \$\_\_\_\_\_ have been incurred by the association and are now due.

OTHER \_\_\_\_\_

\_\_\_\_\_  
***The Condominium Association of the Village at Pleasant Hill***  
***Board of Directors.***

# **EXHIBIT ‘E’**

## **INSURANCE REGULATION**

The Board of Directors has determined that it is in the best interest of the association that the individual unit owners obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of the owner or his/her guests, residents, or invitees, or regardless of ant negligence, originating from the unit; and

The Board of Directors has determined that it is in the best interest of the Association that the aforesaid insurance must include the deductible for the owner whose unit was damaged, ant damages not covered by insurance required by the Rule, as well as all decorating, painting, wall and floor coverings, trim, appliances, equipment, and other furnishings damaged as set forth above; and

The Condominium Property Act, Section 12 (765ILCS 605-12) grants the Board of Directors of a Condominium Association the power to mandate that unit owners obtain the insurance set forth above:

**THEREFORE:**

1.

As of the effective date of this Rule, all unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or his/her guests, residents, invitees, or regardless of any negligence , damages originating from the unit. Limits of liability of at least \$100,000 are required.

2.

The personal liability of the unit owner must include coverage for the deductible of the owner whose unit was damaged, any damage not covered by insurance required pursuant to this rule, as well as the decoration, painting, wall and floor coverings, trim appliances, equipment and other furnishings damaged as set forth above.

3.

Each unit owner will be responsible to provide the Board with evidence of insurance in the form of a “Certificate of Insurance” issued by the insurance agent providing the coverage. The Certificate is also required upon each subsequent renewal of your insurance coverage.

4.

In the event the unit owner does not purchase and produce evidence or sufficient insurance within the earlier of thirty (30) days from the expiration certificate or the date of request for same by the Association as set forth above, the Board of Directors may at its sole discretion, fine the owner as set forth in the Rules & Regulations. Failure to comply will incur additional fines every 30 days.

Certificates of insurance are to be mailed to:

Pleasant Hill  
c/o McGill Management  
1314 N. Rand Road  
Arlington Hts. Il, 60004

5.

In no event is the Board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amount or types of coverage obtained.

Board of Directors

The Condominium Association of the Village at Pleasant Hill





