

TOWNHOMES OF CEDAR CROSSING II  
ASSOCIATION

RULES AND REGULATIONS

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### TOWNHOMES OF CEDAR CROSSING II ASSOCIATION

These Rules and Regulations (“Rules”) were adopted on \_\_\_\_\_ in accordance with the Declaration of Covenants, Conditions, Restrictions and Easements for The Townhomes of Cedar Crossing II Association (“Declaration”) and the By-Laws of the Declaration of Covenants, Conditions, Restrictions and Easements for The Townhomes of Cedar Crossing II Association (“By-Laws”) recorded in the office of the Recorder of Deeds of Lake County, Illinois, as amended from time to time. These Rules shall be effective upon adoption by the Board of Directors (“Board”) of Townhomes of Cedar Crossing II Association (“Association”).

#### PREAMBLE

Home ownership in a community association is a shared living experience. The basic rights and obligations of the Association and its residents are stated in the Declaration and By-Laws. The Board has adopted these Rules after careful consideration to supplement the Declaration and By-Laws as necessary to make living at the Association a pleasant and comfortable experience. It is the goal of the Board to maintain the Property as a first-class residential community.

Compliance with the Rules is necessary for the effective operation of the community. The Board is not a police department. In order to have effective Rules and Regulations, the cooperation of all owners and residents of the Association is needed. Unless the Board or Management is notified of a Rule violation, the Rules cannot be effectively enforced. Each resident’s cooperation and participation in this regard is encouraged.

Respectfully submitted,  
Board of Directors  
Townhomes of Cedar Crossing II Association

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**SECTION 1  
DEFINITIONS**

All capitalized terms used in these Rules shall have the same meaning as ascribed in the Declaration and By Laws.

**SECTION 2  
USE OF TOWNHOME DWELLING UNITS AND LOTS**

A. OCCUPANCY RESTRICTIONS

As provided in the Declaration, no part of the Property may be used for other than housing and the related common purposes for which the Property was designed. The Lots shall be used only for residential purposes as private residences, and no professional business or commercial use shall be made of the Lots or any portions thereof. The foregoing restrictions as to residences shall not be construed to prohibit a resident from (i) maintaining his or her personal professional library; (ii) keeping his or her personal business or professional records or accounts; or (iii) handling his or her personal business or profession telephone calls or correspondence. The use of Townhome Dwelling Units is subject to any applicable ordinances of the Village of Lake Villa Illinois, including, without limitation, ordinances pertaining to the number of occupants who may reside in a Townhome Dwelling Unit.

B. LEASING

- i. All leases or rental agreements for Townhome Dwelling Units shall be in writing, shall have terms of not less than six (6) months, shall be submitted to the Association for its records, and shall be specifically subject to the Declaration, the By-Laws and these Rules.
- ii. Any Owner leasing his or her Townhome Dwelling Unit shall notify the Association's management company of his or her intent to lease the Unit. Such Owner shall contact the management company and obtain an "Intent to Lease" form and a rider which is to be attached to the lease in the form attached hereto as Exhibit "A". Such Owner shall provide the prospective tenant(s) with copies of the Declaration, By-Laws and these Rules. The Owner shall submit to the management company at least ten (10) days prior to the commencement of the lease term a completed "Intent to Lease" application, a signed copy of the lease and a signed copy of the rider. The lease and rider must be signed by the Owner and all adult tenants. The names of all tenants occupying a Townhome Dwelling Unit must be listed on the lease. Any expenses incurred by the Association in obtaining these documents (including, without limitation, legal fees and costs) or the information contained therein shall be charged to the account of the Owner.

- iii. The provisions of this Rule relating to the execution of a new lease shall become effective upon the expiration of any lease currently in effect. However, any Owner currently leasing his or her Townhome Dwelling Unit shall, within thirty (30) days of the effective date of these Rules, supply the Association with a photocopy of any existing lease if not already on file with the Association. Any replacement or new tenant to be added to an existing lease shall be subject to the leasing procedures contained herein.
- iv. Owners shall comply with any leasing disclosure requirements imposed by Village of Lake Villa ordinances and any other governmental requirements and shall submit any documentation and pay any required governmental fees.
- v. Vacation rentals or other short-term leases such as “Air BnB” are strictly prohibited.

C. ARCHITECTURAL CONTROL

Except as otherwise provided in the Declaration, the By-Laws or these Rules, no exterior alterations or structures, including landscaping, doors, windows, entrances or additions, additional buildings, awnings, coverings or the like, shall be constructed upon a Lot without the consent of the Board. Any Owner requesting approval to install or replace a storm door must use Anderson 3000 series in the almond color.

Any Owner seeking maintenance, repair or replacement of perimeter windows must first contact the Management Company and request an inspection by the Association’s approved contractor to determine the scope of work needed. The Board, in its sole discretion, has the authority to and must approve all work to be performed. Only Association approved vendors/contractors may perform this type of work.

\* The following exterior colors are the only colors that will be approved

- Front Door Color

Sherwin Williams # 7053 “Adaptive Shade”

- Trim & Deck Color

Sherwin Williams “Canvas Tan”	Colorant	OZ	32	128
Exterior Super Paint	B1: Black	00	04	1
Flat Latex	R2: Maroon	00	01	0
	Y3: Deep Gold	00	10	0

D. INSURANCE

As required in Section 7.02 of the Declaration, each Owner shall, at all times, maintain insurance on the contents of his or her Townhome Dwelling Unit the furnishings, personal property, floor, wall and ceiling coverings, painting, trim, decorating, appliances, fixtures and furnishings

located within the boundaries of the Townhome Dwelling Unit (including, but not limited to, electrical fixtures, air conditioning, and heating equipment, water heaters and built-in cabinets), the Owner's personal property stored elsewhere on the Property, and the Owner's additional living expense. Each Owner shall be responsible for obtaining his or her own liability insurance to the extent not covered by the liability insurance maintained by the Association (See Section 7.01 of the Declaration). All policies of insurance obtained pursuant to Section 7.02 of the Declaration shall contain waivers of subrogation with respect to the Association and its Board members, officers, employees and agents, including without limitation, the Association's managing agent. Each Owner, upon his or her renewal of the property insurance described above and as may be requested by the Association in its sole discretion from time to time, shall promptly provide the Association with a copy of a certificate or copies of certificates of insurance evidencing all coverages required herein and by the Declaration.

E. ELECTRICAL DEVICES AND FIXTURES

Misuse or abuse of appliances or fixtures within a Townhome Dwelling Unit (including, without limitation, electrical or plumbing fixtures) which affects other Lots or the Common Area is prohibited. Any damage resulting from such misuse or abuse will be the responsibility of the Owner on whose Lot such activity originated. Owners shall routinely inspect and maintain pipes, wires, equipment and appliance for which they are responsible.

F. CLEANLINESS

Each Owner shall be responsible for keeping his or her Townhome Dwelling Unit and Lot in a neat, clean, sanitary and safe condition so as to maintain reasonable standards of health, safety and appearance within the Property. Each owner will prevent the accumulation of materials that constitute a danger or promote the spread of insects, rodents, odors or other conditions constituting a danger or nuisance affecting the Common Area or the other Lots.

G. GARBAGE, RECYCLING AND STORAGE PODS

All rubbish, trash and garbage shall be contained in sealed garbage bags and placed in trash containers as provided by the Village of Lake Villa's scavenger service. Trash containers should not be over-filled or otherwise placed so that the lids of the containers do not fully close. Any trash that spills onto the common areas is the responsibility of the Owner to clean. If a trash container becomes damaged the Owner should contact the scavenger service directly to request a replacement.

All recyclable materials, including glass, plastic, paper and cardboard boxes must be placed within designated recycling bins. All cardboard boxes must be broken down.

No hazardous material of any kind may be disposed of unless prior arrangements have been made with the scavenger service and Village of Lake Villa. The Management Company should be notified in advance of any such pick-ups.

If pickup is required of oversized items (e.g., appliances, carpet, furniture, etc.), it is the responsibility of the Owner to contact the scavenger service and make special arrangements at the Owner's expense. The Owner must also contact the Managing Agent and inform them of the special pick up.

Trash and recycling containers should be stored out of site prior to 6:00 pm on the night before a collection day and not placed in front of a garage door before placing at the curb for pick-up. All containers must be placed out of site no later than 9:00 pm on the day of pick-up and cannot be placed in front of garage doors for an extended period of time.

Owners who wish to utilize dumpsters, storage pods (PODS) or similar items shall notify the Association's management company at least forty-eight (48) hours prior to delivery to the Property. No dumpster, storage pod or similar item shall be placed on a Lot for more than seven (7) days placed in a driveway in such a manner as to block access to a neighboring Lot or Lots or otherwise impair the full and proper use of the driveway.

#### H. GRILLS/COOKING DEVICES

The use of barbecue grills, including gas or liquid propane grills, deep fryers or other cooking devices in garages located on the Lots is strictly prohibited. Such devices may only be used on decks or patio areas. The use of uncovered grills, fire pits or other devices creating open flames and the burning of items causing excessive smoke or noxious or offensive fumes or odors on the Lots is strictly prohibited.

#### I. EXTERIOR DECORATIONS

Except as otherwise provided in the Declaration, By-Laws, these Rules or law, no exterior decorations, improvements, structures, lighting, trees, plants, decorative rocks, statues, furniture or similar items may be placed on any Lot. Notwithstanding the foregoing, exterior holiday decorations may be placed on the exterior portions of the Lots, provided that they are placed no earlier than thirty (30) days before the holiday and removed no later than thirty (30) days after the holiday. No decorations will be allowed on or attached to the roof, gutters or building fascia.

In the event damage is caused to any portion of the common areas by any decorations (either through handling, use, removal or otherwise), the Unit Owner shall be directly responsible for the restoration of the common areas to its original condition.

Exterior decorations must be tasteful and cause no hazard or unsafe conditions to the residents or buildings. Decorations must not be offensive to anyone. The Board of Directors will determine whether the decorations are in violation of the above guidelines.

#### J. NOISE

Please be mindful you are residing in a multi-dwelling community and avoid engaging in loud noisy, raucous activity that could be reasonably expected to disturb others in their peaceful enjoyment of the community. The above activity is strictly prohibited between the hours of 10:00



p.m. and 8:00 a.m. including, but not limited to, construction or home improvement projects, loud playing of radios, television and/or audio equipment or other sounds in such manner or at such sound level as may disturb other residents in the building.

The Lake Villa Police Department should be called when any Owner is disturbed by excessive noise.

Fireworks of any kind are strictly prohibited on the property.

K. NUISANCE

There shall be no activity on any portion of the property, including the Townhome Units, Lots and common areas, that will cause embarrassment, discomfort, disturbance or annoyance to the Owners, residents or their guests. No owner, resident or guest, or permit anything to be done, that will constitute a hazard or danger or cause damage to any property or person or interfere with a resident's comfort, convenience or peaceful use and enjoyment of their Unit. It is in the Board of Director's discretion whether any activities are in violation of the Rules and Regulations.

L. SNOW REMOVAL

All vehicles and other items must be removed from the driveways located on the Lots upon the commencement of the Association's snow removal operations or upon the accumulation of two (2) or more inches of snow, whichever occurs first. If all vehicles and other items are not so removed from a particular Lot, the Association will reserve the right to refrain from removing the snow from that Lot, and the Owners and residents of that Lot shall assume any and all responsibility for such snow removal at their sole cost, expense and liability.

M. SIGNS/UNSIGHTLY OBJECTS

No advertising signs (except one (1) "For Rent" or "For Sale" sign) will be permitted in the first or second floor window of any Townhome Dwelling Unit. Billboards, unsightly objects or nuisances shall not be erected, placed or permitted to remain on a Townhome Dwelling Unit or Lot at any time.

N. WATERING OF COMMON AREAS

Owners are required to water new plantings and/or sod installed in the common areas surrounding their unit or installed by the Association on Owner's property. Any cost incurred by the Association to replace any such plantings which require replacement as a result of not being watered will be charged to Owner.

O. WINDOW TREATMENTS

The interior surfaces of windows shall be covered by draperies, window shades, blinds or other customary window treatments, All temporary window coverings (such as sheets, blankets,

cardboard, paper or aluminum foil) shall be removed within sixty (60) days after a resident's initial occupancy of a Townhome Dwelling Unit.

### **SECTION 3 PETS**

Safe and well-mannered pets are welcome at the Association subject to the following:

- i. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes. Common household pets such as dogs and cats (not to exceed a total of two (2) pets) may be kept on a Lot.
- ii. When outside a Townhome Dwelling Unit, pets must be appropriately restrained and leashed at all times so as to prevent threat or nuisance to other persons on the Property. A pet's conduct and activity must be appropriately controlled and supervised by its attendant at all times. Under no circumstances shall a pet be allowed to run at large or be left unattended on any portion of the Common Area or Lot owned by another resident. Pets may not be tied or constrained to a tree, bush, fence or any other structure in the common areas.
- iii. Patios and back yards contained on Lots shall not be used for dog runs.
- iv. Pets kept on the Property must at all times be properly licensed, have appropriate vaccinations and otherwise be in compliance with all ordinances of the Village of Lake Villa and other applicable governmental requirements.
- v. Pet owners are at all times responsible for cleaning up after their pet and shall immediately remove and properly dispose of in a clean and sanitary manner all pet waste attributable to their pet, whether located on their own Lot or any other portion of the Property. Owners who do not clean up after their pets will be fined \$25.00 for the first occurrence, \$50.00 for the second occurrence, \$75.00 for the third occurrence and \$100.00 for all subsequent occurrences as well as charged for damages incurred.
- vi. No pet shall be allowed to create a nuisance, unreasonable disturbance or damage any common property or the property of any other resident. Any pet deemed by the Board, in its sole discretion, as causing or creating a nuisance or unreasonable disturbance, including biting, snarling and lunging or attacking other animals or people, shall be permanently removed from a Lot, and the Board's decision shall be final. Any Owner found to be in violation of these Rules concerning pets shall be subject to any and all remedies available to the Association including, without limitation, a daily fine such violation is cured. The Association reserves the right to report any violations regarding pets to animal control or other appropriate governmental authorities.

- vii. Each pet owner shall assume full responsibility for personal injury and property damage caused by his or her pet.
- viii. Any pet that has two (2) or more violations of these pet rules within a six (6) month period may be deemed a nuisance by the Board of Directors. The Board of Directors, in its sole discretion, has the power to have the pet removed from the property upon ten (10) days' written notice to the Owner. If the pet owner does not elect voluntarily to remove such animal(s), the Board may direct it to be done after notice to the owner and opportunity for the owner to be heard on the issue by the Board. The pet must be removed within ten (10) days of being requested to do so by the Board. Failure to comply with the direction of the Board will result in fines of \$25 per day until the animal is removed from the community. Should legal action be necessary to remove the pet or evict the owner, the pet owner will be responsible for the Association's legal expenses in this regard.

#### **SECTION 4 VEHICLES/PARKING**

##### **A. DRIVEWAY PARKING**

Except as provided herein, the parking of vehicles on driveways adjacent to the Townhome Dwelling Units shall be prohibited, and exterior parking shall be limited to the guest parking areas. Long-term parking of vehicles in guest parking areas is not permitted. For purposes of this rule, "long-term consists of more than 7 consecutive days. Vehicles parked in these areas longer than 7 consecutive days will be towed at the owner's expense, without notice. Residents and their guests may temporarily park in the driveways, so long as such parking is only for a reasonable period of time necessary for the loading and unloading of vehicles or the routine cleaning and washing of vehicles. Commercial vehicles used by contractors hired by Owners or other residents of the Association may temporarily park in driveways, so long as such parking is only for a reasonable period of time necessary to provide the commercial services requested.

##### **B. IMPROPERLY PARKED VEHICLES**

Vehicles shall not be parked in any manner which interferes with ingress to and egress from a street, drive, parking area, sidewalk, fire lane or the Common Area or which obstructs passage of other permitted vehicles or emergency vehicles. When one driveway serves more than one Lot, no vehicle shall be parked in the driveway in such a manner as to block access to the neighboring Lot or Lots or otherwise impair the full and proper use of the driveway. Any vehicle that is improperly parked may, without prior notice to the vehicle owner, be towed at the vehicle owner's expense. Alternatively, such towing costs may be assessed to the Owner whose guest or invitee the vehicle is registered.

C. VEHICLE REPAIRS

Vehicles shall not be disassembled, repaired, rebuilt, painted or constructed on the Property, except within the confines of the garage of a Townhome Dwelling Unit. Routine cleaning and washing of vehicles in driveways shall be permitted.

D. PARKING VIOLATIONS

The Association or its managing agent, when informed of an alleged violation of the above rules, shall reasonably investigate and determine whether a violation has occurred. If the Association determines that a violation appears to have occurred, it may take any or all of the following actions in addition to towing of the vehicle for the reasons, and under the circumstances noted:

- i. Attach a notice to the vehicle, preferably on the driver's side window.
- ii. Record the vehicle identification, including the license number, vehicle sticker number, date of violation, type of violation and vehicle owner. If known, on a permanent record of violations to be maintained by the Association.
- iii. Identify or attempt to identify the vehicle owner and notify the owner of the violation(s).
- iv. Identify the Owner and/or resident whose vehicle is causing the violation or whose guest or invitee is causing the violation.
- v. Notify the relevant governmental authorities asking that they issue a citation and/or remove the vehicle.
- vi. Follow the procedure provided in the enforcement policies set forth in these Rules.

Upon receipt of notice of a possible violation, an Owner shall follow the procedures set forth in the enforcement policies. The Board may designate a person, persons or a commission to investigate and make recommendations to the Board regarding alleged violations and to place notices on vehicles.

Members of the Board and the Association's management company shall have the authority to authorize towing companies or individuals to tow vehicles. In order to ensure that potential violators have notice of the fact that their vehicle may be towed, and in accordance with the spirit of the law, the Association will have signs posted on the property giving notice that violators of the Traffic and Parking Rules may be towed. The signs shall have language similar to the following: "Private Parking/Residents and Guests Only/ Private Regulations Enforced/Violators Will Be Towed." If required, the signs will include the name, address and phone number of the

towing company, the fee which will be charged to the owner for having the vehicle removed and the manner in which payment will be accepted. Prior to towing any vehicle, the Board, Management, or Tow Company shall notify the Lake Villa Police to provide them with the appropriate information concerning the tow and to request their assistance in order to ensure that no breach shall occur.

E. EMERGENCY VEHICLES

Notwithstanding the parking restrictions contained in these Rules, the following are considered to be emergency vehicles when utilized for their normally and reasonably understood and accepted purposes and therefor shall be allowed to park on the Property in the manner for which they are normally and reasonably understood and accepted:

- i. Ambulances;
- ii. Fire department vehicles of any type;
- iii. Police department or other law enforcement vehicles of any type;
- iv. Hospital vehicles of any type; or
- v. Other vehicles when being utilized for emergency purposes for residents and their guests and invitees or for the purpose of reasonably accommodating the needs of handicapped residents as required by applicable federal, state and/or local fair housing statutes and ordinances.

F. COMMERCIAL VEHICLES

Except as provided above, parking of commercial vehicles at the Association is not permitted.

**SECTION 5  
OWNER AND RESIDENT INFORMATION**

A. NATURE OF INFORMATION

The Association shall have the right to request from Owners from time to time certain information regarding the Owners and residents. Such information may include, without limitation, the names, permanent residential addresses and telephone numbers of all Owners, the names of all occupants of Townhome Dwelling Units, the identity and mailing addresses of all lenders holding a mortgage or trust deed against a Lot, a description of all pets to be kept on the Lots, and vehicle identification information.

B. COMPLIANCE REQUIRED

Any expenses incurred by the Association in connection with an Owner's refusal or failure to provide information as required by this section, including, without limitation, title company charges and attorneys' fees, may be assessed to the account of the Owner. Unless otherwise provided by law, any Owner who fails to provide address information as required by this section shall be deemed to have waived the right to received notices at any address other than the address of his or her Townhome Dwelling Unit, and the Association shall not be liable for any loss, damages, injury or prejudice to the rights of the Owner caused by any delays in receiving notices resulting therefrom.

## **SECTION 6 ASSESSMENTS AND ASSESSMENT COLLECTIONS**

### **A. PAYMENT OF ASSESSMENTS**

Assessments are due and payable on or before the first day of every month. Checks are to be made payable to "Townhome of Cedar Crossing II Association". All checks should be mailed/delivered to the office of the Association's managing agent or other location which may be designated from time to time. A \$25.00 late fee will be charged on any assessment received after the 15<sup>th</sup> day of the month in which it is due. Any payment of less than the full amount of the monthly assessment will also incur a late fee. The Board shall have the authority to increase the late fee or modify other payment terms from time to time by Resolution. Any and all charges, including (but not limited to) bank charges, incurred by the Association as a result of checks returned for any reason will be charged to the Owner.

### **B. COLLECTION OF ASSESSMENTS**

Any account upon which any amount due to the Association has not been paid within thirty (30) days of the date upon which it was due may be turned over to the Association's attorneys to commence collection proceedings. The Association may utilize any and all remedies available pursuant to the Declaration, the By-Laws and applicable law in collecting assessments, including, but not limited to, the initiation of forcible entry and detainer (eviction) and lien foreclosure proceedings. Any and all collection costs, including, but limited to, title company charges, recording fees, court costs and attorneys' fees, shall be assessed to the account of the Owner.

### **C. FORECLOSURE PROCEEDINGS**

Any costs and expenses, including attorneys' fees, incurred by the Association as a result of being named as a party in a foreclosure proceeding initiated against a Unit Owner shall be charged back to the Unit Owner and shall become a part of their proportionate share of the common expense.

**SECTION 7  
ELECTRONIC VOTING**

**A. ACCEPTABLE TECHNOLOGICAL MEANS**

1. The Association intends to utilize an internet-based website voting service, approved by the Board, to conduct membership voting using an electronic ballot. The Association may provide electronic voting access at the election meeting or it may issue paper ballots, distributed to those who attend the annual meeting. The website service will provide sufficient security, reliability, identification, and verifiability. All voting records, including electronic voting records, will be maintained as required by law.

2. "Acceptable Technological Means" includes, without limitation, electronic transmission over the internet or other network, whether by direct connection, intranet, telecopier, or electronic mail.

**B. PROXIES**

The use of proxies for annual elections and membership meetings is hereby disallowed.

**C. ELECTRONIC BALLOTS**

Ballots used in membership meetings and annual elections will be sent via electronic mail ("email") if so directed, in writing, by any owner of the Association. See "Owner Direction of Preference".

**D. OWNER DIRECTION OF PREFERENCE**

1. Each Owner will receive a form that will allow them to decide whether or not they wish to receive a paper ballot or an electronic ballot. This information will be maintained with the Association's Management Company and updated from time to time as the Board feels necessary.

2. Any owner not listed as having consented to electronic mail ("email") ballots will receive a paper ballot via the United States Postal Service and will be expected to respond back with said information.

3. Owners will be given the opportunity to enroll in electronic notices and voting via an internet-based website voting service to be selected by the Board.

**E. VOTING INSTRUCTIONS**

Instructions regarding the use of electronic means for voting, including the use of an electronic ballot for voting shall be distributed to all members not less than 10 and not more than 30 days before the voting meeting.

F. RUNNING FOR THE BOARD

The Association will mail out a call for candidates at least 30 days prior to the deadline for inclusion on the ballot. The deadline for inclusion on the ballot shall be no more than 7 days before the voting instructions are distributed. The Association will request a brief candidate biography or ask that the candidate fill out and submit an association candidate form. "Write-In" candidates will be allowed on any ballot, including the electronic ballots.

G. VOTING INSTRUMENT PRIORITY

Any Owner that attends a membership meeting or annual meeting may, upon signing into said meeting and receiving a paper ballot, void their electronic ballot at that meeting. This will be logged at the meeting and the new ballot received by the Association will take precedence over the prior electronic that was previously received.

H. QUORUM REQUIREMENTS

All paper ballots and electronic ballots will be counted towards reaching quorum for any membership meeting or annual meeting.

**SECTION 8  
ENFORCEMENT**

A. COMPLAINTS

If someone is believed to be in violation of any of the provisions of the Declaration, Bylaws or Rules and Regulations, a signed, written complaint must be prepared by an owner, a resident, or a member of the Board of Directors and sent to the Managing Agent or to a member of the Board. A sample form is attached as Exhibit B.

B. ENFORCEMENT

The person charged with the violation shall be given written notice of the complaint in a form substantially similar to Exhibit C. Any Unit Owner who feels they have been wrongfully or unjustly charged with a violation may use the following guidelines:

1. Within five (5) days after receipt of such notice, the Unit Owner or resident may demand a hearing before the Board of Directors.

2. A hearing will be held no later than the next Board of Directors meeting after receipt of such notice. At the hearing, the Board of Directors shall hear and consider arguments, evidence and statements regarding the alleged violation. The decision by the Board shall be final and binding.

3. Payment and charges made under this policy shall not become due until the Board has completed its hearing and made a final determination.



4. Should no protest be filed within the stated period, the allegations in the written complaint shall be considered accurate and complete and charges made under this policy shall be immediately due and owing.

5. Anonymously made charges shall not be pursued.

C. VIOLATION CHARGES

If any Owner or resident is found guilty of a violation, the Board will notify that party in writing and a fine may be charged to the assessment account of the owner of the unit in which the guilty person resides and collection with the monthly assessments. Except as otherwise provided for in these Rules and Regulations, the fine will be in accord with the following schedule.

First Occurrence of a Violation: Warning Letter Issued or \$25.00 Fine

Second Occurrence of the same Violation within six months: \$50.00 Fine

Third Occurrence of the same Violation within the same six months: \$100.00 Fine

Fourth Occurrence of the same Violation within the same year will be forwarded to the Association's Attorney to pursue legal remedies with all costs and fees charged back to the Unit Owner.

At the sole discretion of the Board, violations of the parking rules, pet rules or any other rule contained herein which specifically authorizes it, may result in a daily fine being assessed in the amount of \$5.00 per day.

Fines must be remitted within 30 days of notice or interest accrues at 1.5% a month.

D. FAILURE TO PAY FINES

Any Owner failing to pay imposed charges within thirty (30) days of notification shall be subject to all of the legal or equitable remedies available for collection. All charges imposed shall be added to the Owner's account and shall be collectible as a common expense in the same manner as any regular or special assessment against the unit.

E. LEGAL FEES

**Notwithstanding the above provisions, in the event of a violation of the Rules and Regulations, Declaration or Bylaws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement legal and equitable. All costs and attorneys' fees shall be assessed to the account of the offending Owner.**

F. DAMAGES

In the event a violation results in damage to any property the Owner will be given notice to correct the damage. If the damage or violation is not corrected within ten (10) days following

notice of such violation, the Association may proceed to correct the violation at the expense of the Owner.

**When violations occur, we encourage everyone to try and talk to their neighbor first to resolve the issue. This approach is generally the most effective and will allow problems to be resolved without creating ill will. Should this approach not work, a written letter and Violation Report should be submitted to the Management Company to document the incident.**

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**EXHIBIT A**

**TOWNHOMES OF CEDAR CROSSING II ASSOCIATION**

**RIDER TO LEASE**

This Rider is added to and incorporated into the attached lease in accordance with the Rules and Regulations of Townhomes of Cedar Crossing II Association. By this Rider, the undersigned parties to said lease expressly acknowledge that the lease and the parties thereto, including any occupants not listed as parties to the lease, shall be subject in all respects to the provisions of the Declaration, By-Laws and Rules and Regulations of the Association, and any failure by the parties to the lease or occupants to comply with the terms thereof shall be a default under the lease.

Townhomes of Cedar Crossing II Association shall be a third-party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party or occupant under the lease in the event of any default. No rights of the Association shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

Townhome Address: \_\_\_\_\_, Lake Villa, Illinois

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

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

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

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

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

NOTE: Pursuant to the Rules and Regulations of the Association, a complete copy Fully executed lease and this Rider must be given to the Association at least ten (10) days prior to the commencement of the lease term.

\*\*\*\*\*

PLEASE COMPLETE THE FOLLOWING FOR THE ASSOCIATION'S USE:

Lessor (Landlord) Information:

Lessee (Tenant) Information:

\_\_\_\_\_  
Emergency Phone

\_\_\_\_\_  
Emergency Phone

\_\_\_\_\_  
Mailing Address

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

**EXHIBIT B**

**TOWNHOMES OF CEDAR CROSSING II ASSOCIATION  
DIRECTION OF PREFERENCE REGARDING BALLOTS**

The undersigned hereby requests and directs that the Association, moving forward from receipt of this Direction of Preference, send notices and voting ballots for membership voting, including annual meetings and special membership meetings, per the provisions set forth in the Common Interest Community Association Act and the Association's Rules and Regulations, as follows:

You may check ONE of the boxes below

- US Postal Service to the Address listed below
- Electronic Mail (Email) to the Email Address listed below

The undersigned understands and agrees that the Association may, in its sole discretion, deliver any notice or other communication in hard copy form to the US Postal Service mailing address indicated below even if electronic mail has been selected above.

PLEASE NOTE: Proxies are no longer allowed for elections or membership meetings.

Printed Name of Homeowner: \_\_\_\_\_

Signature of Homeowner: \_\_\_\_\_

US Postal Address: \_\_\_\_\_ or \_\_\_\_\_ Electronic (Email) Address:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_, 2020

Please immediately return this form to the Association's Management Company, Premier Residential Management Company at [heather@premierresmgt.com](mailto:heather@premierresmgt.com), or FAX: 847-415-2541 or U.S. mail to, 4180 Route 83, Ste. 14, Long Grove, Illinois 60047.

This form will be kept on file with the Association's Management Company and may be updated by the Homeowner at any time.

**EXHIBIT C**

**TOWNHOMES OF CEDAR CROSSING II ASSOCIATION  
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, it may be necessary for you to appear at a violation hearing held at the next regularly scheduled Board meeting (or as may otherwise be scheduled). The accused party will also be asked to attend any scheduled violation hearing. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.

Offender's Name: \_\_\_\_\_

Offender's Address: \_\_\_\_\_

Violation Location: \_\_\_\_\_

Date of Violation: \_\_\_\_\_ Approximate Time of Day: \_\_\_\_\_

VIOLATION (S):

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

Report submitted by: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**EXHIBIT D**

**TOWNHOMES OF CEDAR CROSSING II ASSOCIATION  
NOTICE OF VIOLATION**

Sent by Certified Mail, Return Receipt Requested and First-Class U.S. Mail

Date of Notice: \_\_\_\_\_

Owners/Occupants  
and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You are hereby notified that you are charged with a violation of the Declaration, By-Laws and/or Rules and Regulations for Townhomes of Cedar Crossing II Association.

It has specifically been alleged that you have engaged in the following conduct:

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

If verified, the alleged conduct is in violation of:

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

Please be advised that you must take the actions specified in Section 8 of the Rules and Regulations if you believe the charge(s) is/are unjustified. **PURSUANT TO THE RULES AND REGULATIONS, IF YOU FAIL TO REQUEST A HEARING WITHIN FIVE (5) DAYS FROM THE DATE OF THIS NOTICE, YOU MAY BE FOUND TO BE IN VIOLATION OF THE CHARGES BY DEFAULT. A REQUEST FOR A HEARING MUST BE IN WRITING AND SUBMITTED TO MANAGEMENT WITHIN FIVE (5) DAYS OF THE DATE OF THIS NOTICE.**

Should the Board conclude that there has been a violation, the Association may take further action against you as authorized by the Declaration, the By-Laws, the Rules and Regulations and/or applicable law, including, but not limited to, the imposition of a fine and/or initiation of proceedings seeking eviction and /or injunctive relief. Furthermore, if the Board finds that there has been a violation, any and all expenses incurred by the Association in connection with the violation, including, but not limited to, the cost of correcting the violation, court costs and attorneys' fees may be assessed again the Owner's account.

BOARD OF DIRECTORS  
TOWNHOMES OF CEDAR CROSSING II ASSOCIATION

**EXHIBIT E**

**TOWNHOMES OF CEDAR CROSSING II ASSOCIATION  
NOTICE OF VIOLATION AND HEARING**

Sent by Certified Mail, Return Receipt Requested and First-Class U.S. Mail

Date of Notice: \_\_\_\_\_

Owners/Occupants  
and Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Pursuant to Subsection 1-40(b)(5) of the Common Interest Community Association Act, you are hereby notified that on \_\_\_\_\_ at \_\_\_\_\_ pm, a meeting of the Board of Directors of the Townhomes of Cedar Crossing II Association shall be held for purposes of conducting a hearing in connection with your alleged violation of the Declaration, the By-Laws and/or the Rules and Regulations of the Association.

It has specifically been alleged that you have engaged in the following conduct:

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

If verified, the alleged conduct would be in violation of:

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

The hearing will be held at the hour of \_\_\_\_\_ at

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

You are strongly encouraged to attend the above-mentioned hearing. The hearing will provide you with the opportunity to address the allegations that have been made against you and to explain any relevant circumstances which may exist. Should the Board conclude that there has been a violation, the Association may take further action against you as authorized by the Declaration, the By-Laws, and the Rules and Regulations and/or applicable law, including, but not limited to, the imposition of a fine and/or the initiation of proceedings seeking eviction and/or injunctive relief. Furthermore, if the Board finds that there has been a violation, any and all expenses incurred by the Association in connection with the violation, including, but not limited to, the cost of correcting the violation, court costs and attorneys' fees, may be assessed against the Owner's account.

**BOARD OF DIRECTORS  
TOWNHOMES OF CEDAR CROSSING II ASSOCIATION**

**EXHIBIT F**

**TOWNHOMES OF CEDAR CROSSING II ASSOCIATION  
RULING ON VIOLATION REPORT**

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

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

On \_\_\_\_\_, the Board of Directors conducted a hearing concerning your alleged violation of the Declaration, By-Laws and/or Rules and Regulations of the Association regarding:

\_\_\_\_\_

This allegedly was violated by: \_\_\_\_\_

The Board has taken the following action:

- The Board has determined that no violation occurred.
- The Board has determined that a violation has occurred. Since the violation has been corrected, this warning notice is being issued instead of a fine.
- The Board has determined that a violation has occurred. A fine in the sum of \$ \_\_\_\_\_ has been assessed against your Association account.
- The Board has determined that a violation of a continuing nature has occurred and is occurring. Accordingly, effective \_\_\_\_\_, a daily fine in the amount of \$ \_\_\_\_\_ will be assessed against your Association account until the violation has been corrected.
- As a result of the violation, costs and/or legal fees in the amount of \$ \_\_\_\_\_ have been incurred by the Association and these expenses are being charged against your Association account.
- Legal proceedings may be instituted if further violations occur.

BOARD OF DIRECTORS  
TOWNHOMES OF CEDAR CROSSING II ASSOCIATION



**RESOLUTION**

The Board of Directors of Townhomes of Cedar Crossing II Association hereby adopts these Rules and Regulations. The Rules and Regulations shall be effective immediately.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

**CERTIFICATION**

I, \_\_\_\_\_, Secretary of Townhomes of Cedar Crossing II Association, certify that the foregoing resolution was approved and adopted by the Board of Directors of the Association at a duly called and held Board meeting on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Secretary