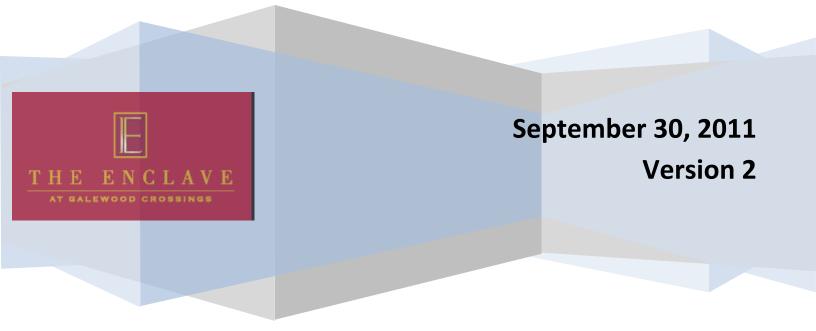
Rules and Regulations

The Enclave at Galewood Crossings Master Association



Preface

These Rules and Regulations have been adopted with the intent of providing the residents of The Enclave at Galewood Crossings with a practical plan for day to day living. Its goal is to maintain our community as a premier community association and to provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of Owners who exhibit a pride of home ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in The Enclave at Galewood Crossings Master Association passes with the owner of the property. Each buyer of property within The Enclave at Galewood Crossings is bound by the governing documents of the Association that include the By-Laws and Declaration of Covenants, Conditions and Restrictions and subsequently amended thereafter. Resident Unit Owners are asked to consider the following:

Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declaration and By-Laws, which exist for the benefit of our community and helps to maintain our property values.

If you are found in violation and are fined, this action is taken because the Resident Unit Owners of The Enclave at Galewood Crossings Master Association consider it to be just and proper and in the best interests of the Association.

Effective application of the Rules and Regulations requires the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the Association's Board of Directors. Each resident's cooperation and participation is encouraged.

Email the Association's Board of Directors at <u>TheGalewoodEnclave@yahoo.com</u>

Vision Statement

The Master Association Board of Directors of the Enclave at Galewood Crossings wishes to instill a safe family oriented neighborhood where all persons are protected within our gates. As a community we will build, mentor and strengthen programs and services for all residents. The Enclave at Galewood Crossings Association will ensure adequate resource to fulfill its mission. We share a passion for excellence quality and creativity in order to implement the values in our community.

Mission Statement

The Master Association Board of Directors of the Enclave at the Galewood Crossings mission is to promote a safe, clean, and green environment for its residents. Through the cooperative consensus of its members, we will act with integrity and articulate the goals for our community. We strive to ensure that legal and ethical actions are utilized to maintain accountability. We aim to nurture and encourage the development, growth and ongoing success through its diverse views and opinions. We encourage open communication and dialogue among residents. Our aspirations are that everyone in the community will be a positive contributing factor to the success of our community.

Table of Contents

SECTIC	NI – Introduction
SECTIC	N II – Definitions <i>(updated)</i> 6
SECTIC	N III – General Rules <i>(updated)</i> 8
3.1	Antennas8
3.2	Basketball Hoops and Playground Equipment8
3.3	Business Use
3.4	Canopies, etc9
3.5	Children Playing9
3.6	Clotheslines9
3.7	Common Areas9
3.8	Contractor Working Hours10
3.9	Decks and Patios10
3.10	Fences
3.11	Firearms and Other Weapons
3.12	Fireworks
3.13	Flags11
3.14	Garbage (updated)11
3.15	Grills
3.16	Insurance (updated)12
3.17	Lighting & Holiday Decorations
3.18	Noise
3.19	Nuisance12
3.20	Parking (updated)13
3.21	Parks15
3.22	Parties (updated)16
3.23	Pets (updated)
3.24	Satellite Dishes

3.25	Security Gates (updated)
3.26	Sight Distance at Intersections
3.27	Signs
3.28	Units Occupied by Tenants21
3.29	Unsightly and Unkempt (updated)23
3.30	Vandalism or Illegal Activities
3.31	Window and Door Replacement
3.32	Yard Decorations24
SECTIC	N IV – Enforcement Policy (updated)25
4.1	Resident Cooperation
4.2	Written Warnings & Violation Notices25
4.3	Written Warnings25
4.4	Notice of Violation (N.O.V.)
4.5	Hearings
4.6	Penalties I Fines (updated)26
4.7	Legal Cost
SECTIC	N V – Assessments
SECTIC	N VI – Transfer of Owner
EXHIBI	1 – Witness Violation Complaint
EXHIBI	2 – Notification of Sale
EXHIBI	⁷ 3 – Census <i>(updated)</i>
EXHIBI	4 – Example of Certificate of Insurance
EXHIBI	5 – No Parking Areas
EXHIBI	6 – Event Permit
EXHIBI	7 – Lease Notification (updated)
EXHIBI	8 – Storm (screen) Doors (New)
EXHIBI	9 – Vehicle Permit Request <i>(New)</i> 41

SECTION I – Introduction

- 1.1 The following Rules and Regulations flow from the Declaration of Covenants, Conditions, and Restrictions. It is not the intent of these Rules and Regulations to be a substitute for the Declarations and By-Laws.
- 1.2 To the extent that the provisions of applicable law (federal, state or local), the aforesaid Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall take precedence, followed by the provisions of the Declarations and By-Laws, and then the Rules and Regulations.
- 1.3 These Rules and Regulations are binding on all Resident Unit Owners, their families, guests, invitees, agents and tenants. The Resident Unit Owner is responsible for compliance with the Rules and Regulations and will be liable for fines incurred and/or damages caused.
- 1.4 These rules and regulations may periodically be amended, modified or otherwise changed by the board in accordance with the declaration. An owner shall not be bound by such amendment, modification or change until such owner shall have notice thereof. Notice thereof, conspicuously posted, shall be deemed notice to each unit owner and tenant
- 1.5 The provisions of these Rules and Regulations can only be amended by vote of the Board of Directors. (An open meeting following notice to the community of a pending change will be scheduled, allowing for a public comment regarding the pending change at the meeting).

SECTION II – Definitions (updated)

- 2.1 <u>Association</u> refers to The Enclave at Galewood Crossings Master Association, hereinafter referred to as the "Association".
- 2.2 <u>Assessments</u> are the amount due from each Resident Unit Owner to fund common expenses.
- 2.3 **Board of Directors** consists of five members of the community elected by the Association. They are responsible for the direction and administration of the Association. Each member of the Board shall be a Resident Unit Owner. The Board of Directors is hereinafter referred to as the "Board".
- 2.4 <u>By-Laws</u> contain regulations for the administration and management of the Association.
- 2.5 <u>The Declaration of Covenants, Conditions, Restrictions, Easements and Rights</u> for the Enclave at Galewood Crossings. The Declaration was originally recorded with Cook County Recorder of Deeds (Doc#: 0734434123 dated 12/20/2007); <u>amended (Doc#: 1026310048 dated 09/20/2010); and amended</u> and restated (Doc#: 1119518026 dated 07/14/2011) against all properties within the Enclave at Galewood Crossings. It is a legal document that creates the plan for the Association, provides for deed, covenants and restrictions of Resident Unit Owner rights. It sets up the relationship between the Resident Unit Owners and the Association and binds property Owners both present and future. Hereinafter referred to as the "Declaration". (updated)
- 2.6 <u>Common Area</u> All those portions of the subdivision except platted lots and streets dedicated to the public.
- 2.7 **<u>Property Manager</u>** A professional hired by the Board of Directors to manage the day-to-day affairs of the Association.
- 2.8 <u>**Properties**</u> All real property, common and private, within the Association as defined in the Declaration.
- 2.9 <u>Resident Unit Owners</u> are the Owner(s) of record, beneficial Owners or beneficiaries of any trusts holding title to property in the Enclave at Galewood Crossings. All Resident Unit Owners must provide an address where written notices and assessment statements can be sent if other than to the property address. Resident Unit Owners are hereinafter referred to as "Owners".
- **2.10** <u>**Tenant**</u> is a person (other than the Resident Unit Owner) entitled under an agreement (verbal or written) to occupy the Resident Unit Owner's dwelling. A

person is considered a tenant when the Resident Unit Owner doesn't reside in the unit.

SECTION III - General Rules (updated)

- 3.1 Antennas
 - a. No exterior antennas, aerials or other apparatus (except as expressly permitted by FCC regulation) for the transmission of television, radio, internet, wireless or other signals of any kind are allowed. Where such installation is expressly permitted by FCC regulations, the installation may not encroach on Common Areas.
- 3.2 Basketball Hoops and Playground Equipment
 - b. Basketball hoops may be a portable basketball system only. Systems must be property maintained with no visible rust, and no missing or torn nets.
 - c. Portable systems must be upright at all times. Portable systems must be located on or adjacent to (within 2 feet of the driveway perimeter) the Owner's driveway, must be at least 35 feet from the street and must not encroach on an adjacent neighbor's lot line while in use. Portable standards should be properly weighted according to manufacturer's guidelines. The use of sand bags or other materials piled on the base is not permitted.
 - d. The portable systems must be stored in the rear yard or the garage from November 1st thru March 31st (due to snow removal).
 - e. All playground and recreational equipment shall be located in the rear yard of the property and screened from neighbors. Yard gyms, swing sets and slides shall be of approved materials. Any seasonal recreation equipment must be stored inside during winter months.
 - f. Toddler swimming pools must be in the rear yard and must be emptied nightly. Any damage to the lawn will be the Owner's responsibility to repair.

3.3 Business Use

a. No trade or business may be conducted, in or from any home, except that an Owner or occupant residing in a home may conduct legal business activities within the home so long as: (a) the existence or operations of the business activity is not apparent or detectable by sight, sound, or smell from outside the home; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve persons coming onto the properties who do not reside in the property or door-to door solicitation; and

(d) the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined in the sole discretion of the Board.

b. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons and for which the provider receives a fees, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

3.4 Canopies, etc.

- a. Canopies, awnings, gazebos, pergolas or enclosures of any type are strictly prohibited.
- b. Exception, only if located in the rear yard of the property and screened from neighbors and must meet all City of Chicago municipal code.
 - i. All other exceptions required approved by the Board prior to installation

3.5 Children Playing

- a. Parents are reminded that children are not to play in the street, fire lanes, (a street without curbs) cul-de-sac, alley ways and commons area (grass areas), excluding the main park are not playgrounds.
- b. Baseball playing of any kind is prohibited in the association for the following reasons: parked cars, impeding traffic, dented building siding and broken windows, torn up grass and neighbor annoyance.

3.6 Clotheslines

a. Laundry drying equipment shall only be erected or used outdoors in the rear yard of the property

3.7 Common

Areas

- a. Pet littering in Common Areas is prohibited.
- b. Baseball playing in Common Areas is prohibited.
- c. Bike riding in Common Areas is prohibited (excluding the main park).

3.8 Contractor Working Hours

a. Owners who employ contractors to perform services shall not allow the performance of such services weekdays before 7:00 a.m. and weekends before 8:00 a.m. All such contract services must terminate each evening no later than dusk. Contractors shall be allowed to perform weekend's services from 8:00 a.m. to 5:00 p.m. All other hours must be approved by the Board. Contract services include, but are not limited to, general construction activities and lawn maintenance. Services such as snow plowing, snow removal, emergency repairs to your property are excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening unless approved by the Board.

3.9 Decks and Patios

- a. Must be installed in rear yards only.
- b. Plat of survey and material to be used must be submitted to the Board with request for approval.
- c. Failure to maintain the deck/patio is a fineable offense.
- d. A City of Chicago building permit for construction must be displayed.
- 3.10 Fences
 - a. Fences are an owner's responsibility. Failure to perform a general maintenance, i.e. painting, wood replacement of cracked boards, repairing broken gates, etc. will result in a warning letter, and then a fine.
 - b. Shared fencing is the responsibility of both owners.
- 3.11 Firearms and Other Weapons
 - a. The discharge of firearms within the Association is prohibited. The use of weapons is prohibited in the Association. The term "weapons" includes "BB" guns, pellet guns, bow and arrow, and other firearms of all types regardless of size.

3.12 Fireworks

a. Fireworks are illegal in the State of Illinois and their use is prohibited.

3.13 Flags

- a. All Flag poles must be approved by the Board prior to installation. Flag poles must be located in the front of the property on the Owners lot.
- b. Flags being displayed must be the United States flag or a military flag as defined by the United States Code and may not be faded or in disrepair. Proper United States flag etiquette must be observed by the owners.
- c. Military or American flags may also be erected on the Owner's Unit, but may not be erected on the Common Areas.
- d. All other flags are on the property must be approved by the Board.

3.14 Garbage (updated)

- a. All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pickups, garbage cans, recycle bins, regular landscape waste and other similar items should be in the rear. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days. Seasonal tree and bush trimmings may be placed outside for collection no earlier than 6:00 pm the night before collection day
- b. Recycling containers are to be packed correctly to avoid trash being scattered throughout the neighborhood, it is the owner's responsibility to clean up the area affected by their trash.
- c. Construction: Upon board approval, a dumpster may be placed in the approved designated area for no more than five (5) days. Any damage caused by delivery or removal of a dumpster is to be promptly repaired at the Owner's expense.
- d. When discarding large items or household appliances; washer's dryers. Stoves, refrigerators, (remove the door) dish washers, hot water tanks, AC compressors, etc. pre arrangements are to be made with Groot Industries, Inc for special pickup as they will not pickup these items on their regular garbage trucks (Call 773-242-1977) All items are to be kept in the garage until the night before pickup.
- e. Additional containers are available at an added monthly fee.
- f. Failure to properly dispose of your unit's trash will result in a written warning and a fine. A second warning will result in the issuing of an additional

garbage receptacle at the owner's expense. The receptacle will remain for six months after which the owner may request to have it remove. Any violation after the removal the receptacle will result in a \$250 fine and a return of the receptacle for one year.

- 3.15 Grills
 - a. Grills must be used far enough away from the Unit to avoid any damage to the building/siding.
 - b. Fire pits/open burning must meet all City of Chicago municipal code.
- 3.16 Insurance *(updated)*
 - a. Owners must provide a Certificate of Insurance for <u>home and Auto</u> to the Association as required by the By-Laws. Certificate of Insurance must be provided yearly and be included as part of the Association's yearly census. (Exhibit "3" and Exhibit "4")
- 3.17 Lighting & Holiday Decorations
 - a. All new exterior lights must be approved by the Board with the exception of seasonal holiday lights that are subject to the following restrictions,
 - i. Holiday lights and decorations may be displayed from November 1st through January 31st during the holiday period but may not be illuminated after January 15th,
 - ii. Lights and decorations for holidays falling outside the above dates may be displayed from 3 weeks before the holiday to one week after.
 - b. All exterior lighting must be properly maintained,
- 3.18 Noise
 - a. It shall be unlawful for any person to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others within the Association as foretasted,
- 3.19 Nuisance
 - a. No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Association, There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly,

unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties,

- b. The front and side exterior of homes may not be used for storage, Ladders, landscaping materials, lawnmowers, tools, etc, must be stored inside the home or garage,
- c. Only standard patio furniture, and no other exterior or interior furniture, is allowed in yards,
- d. Firewood must be neatly stacked in the rear of the home and may not exceed one cord of firewood,
- e. Compost centers are prohibited.
- 3.20 Parking *(updated)*
 - a. <u>Only registered passenger cars, vans and small trucks displaying resident</u> permit are allowed to park on Association property. Owners who violate this rule will have their vehicles towed at the owners' expense.
 - i. <u>All permits will expire at the end of each calendar year and Resident</u> <u>Permits will be reissued new ones at the beginning of January of each</u> <u>calendar year. Only a Resident Unit Owner that is current on his/her</u> <u>assessment will receive new permits.</u>
 - 1. Each resident unit owners will receive 2 Resident Parking permits at no cost (additional Resident permits may be purchase at a cost to be determined by the board).
 - 2. <u>Each resident unit owners will receive 2 Resident Guest</u> permits.
 - 3. <u>Each resident unit owners will receive 20 Temporary Permits.</u> (Temporary Permits are only valid for the day written on the permit by the RUO)
 - 1. Each Resident Unit Owner may purchase additional Temporary Permits at a cost to be determined by the board. Only a Resident Unit Owner that is current on his/her assessment will be able to purchase permits.
 - b. Parking is to be confined to streets and garages. No commercial vehicles such as trucks, tractors, semi-trailers and buses of any kind are to be parked overnight or as a matter of convenience during the day. In addition, mobile homes, house trailers, campers, boats and junk or inoperable vehicles are not allowed. <u>Owners who violate this rule will have their vehicles towed at the owners' expense.</u>

- c. All vehicles will parallel park to the curb and will not impede access to mail boxes, fire hydrants or walk ways. Parking in fire lanes or on lawn areas is strictly forbidden. Improperly parked vehicles will be towed at the owner expense. Resident Unit Owner may also be fine for the violation. (Exhibit "5")
- d. Under no circumstances is a motor vehicle of any type is to be driven or parked on sidewalks or lawn areas. <u>Improperly parked vehicles will be towed at the owner expense.</u>
- e. No vehicles shall be stored on the streets for more than ten days. <u>Owners</u> and visitors who's vehicles are parked in the same place over 20 days will be considered abandoned and will have their vehicles towed at the owners' expense.
- f. Motorcycles must be parked on an impervious surface. <u>Improperly parked</u> <u>vehicles will be towed at the owner expense.</u>
- g. All vehicles in possession of an Owner must be properly registered with a State Agency, must display current license plates and resident permits. <u>Owners who violate this rule will have their vehicles towed at the owners'</u> expense.
- h. All vehicles must be in good repair.
- i. Commercial vehicles may park in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by an Owner or the Association. <u>Owners and visitors who violate this rule may have their vehicles towed at the owners' expense.</u>
- j. <u>Owners shall ensure that their visitors do not interfere with the rights of other</u> owners. A visitor vehicle must display a pass while parked on Association property. Visitor parking is not allowed without a temporary window parking pass. Visitors who are illegally parked will have their vehicles towed at the owners' expense.
- k. During winter months, all owners and their visitors must move their vehicles so that thorough snow removal is possible. Owners who are leaving the area during these months must make arrangements with others to move their vehicles for them. Extra snow removal charges for failure of owners and their visitors to move vehicles will be the responsibility of the owner.
- I. The speed limit is 15 miles per hour within the Association's ground. <u>Failure</u> to comply with the association's speed limit will result in a written warning and a fine.

- m. No repair or maintenance of vehicles (except in the owner's garage) shall be done on the premises. Vehicle washing is permitted.
- n. Owners shall be ultimately responsible for expensive repairs made to the asphalt as a result of their vehicles leaking oil or other staining fluids. Leaks must be repaired in a timely manner and spills cleaned up by the responsible resident with the proper solvents.
- 3.21 Parks
 - b. The Enclave at Galewood Crossings Main Park (The Park) may be used by Owners, their tenants and/or guests. Hours for park use are 8 a.m. to 10 p.m. daily.
 - c. No alcoholic beverages are allowed in The Park.
 - d. A permit is required for any large function or party in the park (20 guest or more). A permit is also required for any function (regardless of the number of people attending) where large play equipment (i.e. large inflatable or bouncing type apparatuses) will be used. (Exhibit "6")
 - e. In addition, all toys, including but not limited to inflatable or bouncing type toys, or any other large pieces of equipment/toy, must be placed in the tot lot areas of the park and not on the grassy areas or the landscaped areas.
 - f. A \$100.00 (One hundred dollar) security/cleaning deposit ('the deposit') is required in the form of a money order or cashier's check and must be received by the Enclave at Galewood Crossings Master Association before the permit can be issued.
 - g. It is the responsibility of the Owners or their tenant reserving The Park to clean and make ready for inspection the park area immediately after the event for which the park was reserved. If the park has been properly cleaned (all food, cans, and other trash/debris, etc), and no damage has been done, the deposit will be refunded. If the park is not cleaned properly, or if there is any damage to the park, the Association will retain the deposit to cover those costs. If the cost of returning the park to the condition existing prior to the event exceeds \$100, the additional cost will be paid by the Owners immediately to the Association. All unpaid cleaning and/or damage costs will be assessed against the Owner and the Board may restrict any future park privileges to The Park until payment is made in full.
 - h. The following points should be adhered to when planning your event in The Park.
 - i. The park may not be used for organized religious or commercial or profit- making enterprises.
 - ii. All events must be contained inside the common area park at all times.

- iii. The Owner or Tenant reserving The Park must be present at the event at all times.
- iv. Any Owner or Tenant reserving The Park is responsible for ensuring that no guests block access to common areas, alleyways, streets etc. due to emergency egress considerations.
- v. Live music is prohibited unless otherwise approved by the Board, and must be in compliance with all ordinances governing same by the City of Chicago. Any music and/or noise must be kept at a reasonable level so as not to disturb other residents.
- vi. No alcoholic beverages are allowed in The Park.
- vii. No event shall be held earlier than 8 a.m. and shall be concluded by 10 p.m.
- viii. The Owners or Tenant must supply the Association with a Certificate of Liability from their insurance company for any event where inflatable and/or bouncing type toys or other equipment will be used, or sign the waiver below holding the Association harmless any responsibility. The Association Liability Insurance does not cover damage claims resulting in accidents from private events.

3.22 Parties (updated)

- a. All parties must be confined to the Owners unit.
- b. No sound producing equipment, including (but not limited to) stereo music, disc jockeys, and live bands, is permitted beyond 12:00 p.m., nor will it be permitted if it creates a disturbance to neighboring owners.
- c. All parties must conclude by 12:00 p.m. Later hours may be considered on an individual basis by the Board, as requested.
- d. Alcoholic beverages are only permitted in the Owner's unit and are not to be brought outside or into any other areas of the Association.
- e. A permit is required for any private party with 20 guests or more. (Exhibit "6")
 - i. A \$100.00 (One hundred dollar) deposit is required for parties greater than 20. The deposit may be made in the form of a money order or cashier's check and must be received by the Enclave at Galewood Crossings Master Association before the permit can be issued.
 - ii. If there is any damage in the Association as a result of the party, the Association will retain the deposit to cover those costs. If the cost of

returning the Association to the condition existing prior to the event exceeds \$100, the additional cost will be paid by the Owners immediately to the Association. All unpaid damage costs will be assessed against the Owner.

- f. Guests must enter through the main entrance.
- g. Owner or Tenant understands that there is limited parking available in the associations for party guests.
 - i. <u>Party guests will be required to display a temporary parking permit in</u> <u>order to park in the association. Improperly parked vehicles will be</u> <u>towed at the owner expense. Resident Unit Owner may also be fine</u> <u>for the violation.</u>
- h. Any Owner or Tenant having a private party is responsible for ensuring that no guests block access to common areas, alleyways, streets etc. due to emergency egress considerations.

3.23 Pets *(updated)*

- a. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the properties except dogs, cats, or other usual and common household pets. The City of Chicago requires that pets be leashed when outside (excluding the Dog Park).
- b. Pets which roam free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to residents, shall be removed upon request of the Board after notice and opportunity for a hearing. If the Owner fails to honor such request, the Board may remove the pet.
- c. Owners shall indemnify the Association and hold it harmless against any loss or liabilities of any kind arising from having any pet or animal in a unit. The animal's owner assumes full liability for any and all damages caused by it, or a visitor's, animal, to all persons, property and the Association.
- d. All pet Owners must immediately clean up after their pets when walking on common areas, private grounds and Dog Park within the Association. <u>Violators will be fined \$150.00 with the first warning and \$250.00 per incident thereafter</u>
- e. Cats must be properly tagged.
- f. No dog runs or animal pens are permitted.
- 3.24 Satellite Dishes

a. Per FCC guidelines, a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services may be installed on your property. In no case may satellite dishes be installed on common property or common elements without approval of the Board.

3.25 Security Gates (updated)

- a. **Background:** The Associations wishes to strike a balance between convenient accessibility to the subdivision by its owners and guests and the maintenance of security and loss prevention for all owners. As a result, the community is fenced and gated for the security and safety of its owners.
 - i. Security protocol at the gate and in the community must be adhered to at all times.
 - ii. Every owner must conscientiously enforce the security protocol for Owners, tenants, workers, contract representatives, employees, visitors and guests.
 - iii. Perimeter fencing serves as a deterrent and is not guaranteed. All attempts of burglary or instances of fence crawling must be reported to the Board or local law enforcement.
 - iv. Security is an attitude, all owners and residents need to enforce and apply security to make it work. Do not hesitate to question suspicious persons.
- b. Gate System *(updated)*
 - i. *Main Entry Gate*: The main gate is located on the North-East side of the subdivision off Laramie Ave. The main gate is closed 24 hours per day 7 days per week.
 - The main gate may be accessed by pushing the button on a radio frequency remote device (clicker). In addition, a guest may look up the resident's name on the directory at the main entry gate and utilize the system to call the resident. The resident may converse with the guest over the phone. If the resident wants to allow entry, he or she may push 9 on their phone to open the car gate ot to open the pedestrian gate. The name that will appear on the resident's Caller ID is "Enclave at Galewood."
 - 2. The main exit gate is located just South-West of the main entry gate. This exit gate shall allow egress by any vehicle for any reason 24 hours per day 7 days per week.

- ii. **Resident Gate:** The Resident gate is located on the South-West side of the subdivision off Long Ave about 3 blocks west of the main gate. The Resident gate is closed 24 hours per day 7 days per week.
 - 1. The Resident gate may be accessed by pushing the button on a radio frequency remote device (clicker).
 - 2. The gate shall open at any time a vehicle is exiting the subdivision.
- iii. *Pedestrian Gates:* There are four pedestrian gates. Each is located on the East side of the Main Entry and Exit gates and South-West side of the Resident Entry and Exit gates.
 - 1. These gates shall remain locked 24 hours per day 7 days per week. Both gates permit exit from the subdivision without the use of a key. A key is always required to enter the subdivision through these gates. Gates are keyed alike.
- c. Issuance and use of keys, clickers, and entry into the directory
 - i. Any owner may purchase pedestrian gate key and Clickers from the Management Company for the current price established by the Board. There is no limit on the number of clickers an Owner may purchase. The resident shall, at his or her option, choose to be included in the directory at the front gate.
 - ii. Keys, clickers, and inclusion in the directory may be obtained by contacting the Management Company.
 - iii. The residents should exercise caution and prudence when giving, keys and clickers.
- d. Security General Guidelines:
 - i. Residents: All residents should use their clicker when enter the community. Running the gate without the use a clicker will result in a \$200 fine.
 - ii. Guests: All guests should use the directory to call the resident when gaining access.
 - iii. For large parties, residents may contact the Board and have the gate temporarily opened for guests to arrive.
 - iv. Repair personnel shall be treated as guests.

- v. Regular cleaning, yard, or contract personnel should be given a clicker only if they perform their duties while you are NOT home.
- vi. House sitters should be given a clicker.
- vii. Keys to the pedestrian gates should not be given out to non residents.
- viii. Package or paper delivery service providers have an authorized code.
- ix. Emergency personnel have an authorized code for access (KNOX BOX system coming soon)
- e. Safety
 - i. The gates open automatically. Please warn your children to be cautious around the gates. When entering or exiting the subdivision on foot, please use the pedestrian gates only.
- f. Changes or Termination of keys, clickers, and inclusion in the directory
 - i. If a resident loses a clicker, they are required to contact the Management Company so that the compromised devices can be terminated. New clickers will be issued. The resident will be required to purchase new clickers.
 - ii. If the resident changes his or her phone number, the resident should contact the Management Company with the new information so that the directory can be updated.
 - iii. When a property is sold, all clickers are deactivated, and the resident's record is removed from the directory database. All clickers and keys to the pedestrian gate shall be returned to the Management Company.
- g. **Resident Directory:** The Association publishes a directory every year. The directory includes names, phone numbers, addresses, and emails. The directory is for use by the residents only. Residents shall keep the directory private and shall not distribute the directory to any other person, company or entity.
- 3.26 Sight Distance at Intersections
 - a. All property located at street intersections shall be landscaped to permit safe sight across the street corners. No fence, wall, tree, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.
- 3.27 Signs

- a. No sign of any kind shall be erected on properties without the written approval of the Board.
- b. No "For Sale"; "For Rent" or other solicitation or advertising sign or window display shall be maintained or permitted in any unit or upon the property. Owner will be subject to fines.
- c. The following provisions constitute written consent for certain limited applications:
 - i. Political signs may be displayed in the windows on the interior of the Unit only. The sign must not be placed on the exterior of the Unit or the Common Areas.
 - ii. Signs, flags, banners or similar items advertising merchandise, business and contractor services, or providing directional information to activities/events, are expressly prohibited on both private property and Common Areas.
 - iii. Signs are not allowed on Common Areas unless approved by the Board.
- d. Garage sale signs are strictly prohibited on any Owner's property or Common Area in the Association. If a sign for your Unit exists it will be removed by the Board Member or the Property Manager and you will receive a \$50.00 fine.
- e. Signs collected by a Board Member or Property Manager will be held for not more than seven (7) days before being destroyed. All fines must be paid in full before signs will be returned.
- 3.28 Units Occupied by Tenants
 - a. Owner shall have the right to lease such Residential Unit
 - b. Owners that permit their units to be occupied by Tenants must provide the Association Board and Management Company, a copy of the lease or agreement and any information about the tenant as to the number of individuals in the household and the number of automobiles. Failure to notify the Board will result in an irrevocable \$1000 fine. (Exhibit "7")
 - c. The Association Board requires that Owners submit references and background checks for prior to Tenant occupancy.
 - d. No Owner shall lease, rent or permit the Owner's Residential Unit for a term less than one (1) year.

- e. There shall be no more than five (5) permanent occupants in any two bedroom unit. There shall be no more than seven (7) permanent occupants in any three bedroom unit. There shall be no more than nine (9) permanent occupants in any four bedroom unit. There shall be no more than eleven (11) permanent occupants in any five bedroom unit. There shall be no more than thirteen (13) permanent occupants in any six bedroom unit.
 - i. A '**Permanent Occupant'** of a unit is any person maintaining his or her primary residence within the unit, or any person who utilizes the unit as his or her living quarters on a regular basis. A permanent occupant shall not include occasional temporary visitors or guests.
- f. A processing fee of \$200.00 will apply every time a new lease, sub-lease or agreement is issued by the Owner. This fee is to cover costs associated with issuing resident permits, gate programming, etc.
- g. In order to minimize disruption to other residents and damage to the community, all tenants who move in or out of a unit are subjected to the following guidelines (violators will be fined \$200.00).
 - i. **Damage to Facilities**. Any damage caused during a move-in or moveout will be charged to the owner. Heavy furniture and other objects may not to be placed on the landscaping during the move. All boxes and trash created by the move must be disposed of properly.
 - ii. **Scheduling the Move**. Notice of move-in / move out must be scheduled a minimum of one week in advance with the management company.
 - iii. *Permitted Moving Hours.* Moving in and out must be done between the hours of 9:00 a.m. and 5:00 p.m. only.
 - iv. *Moving Vehicle Parking*. May only be parked in front of the unit for which you are moving for no longer than the permitted moving hours.
 - v. **No Blocking Access.** No furniture or personal property may be left blocking common areas, alleyways, streets etc. due to emergency egress considerations.
 - vi. *Noise.* Please be considerate of neighbors and avoid unnecessary noise when moving through the common areas.
- h. Owners must act in accordance with all State, County and City laws as it relates to tenant occupancy.
- i. Owners must act in accordance with the City of Chicago Landlord Tenant Ordinance.

- j. Owners are responsible for the actions of their tenants. Please pass a copy of the rules and regulations to your tenant so there are no misunderstandings between the Association, the owner and their tenant.
- k. Periodically a newsletter is sent to all owners advising various activities and situations within the association. We request that the owners forward a copy of the newsletter to their tenants to keep them informed.
- 3.29 Unsightly and Unkempt *(updated)*
 - a. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly, or unkempt condition of a property in the Association. The pursuit of hobbies or other activities, including but without limitation, the assembly and disassembly of motor vehicles and other mechanical devices is expressly prohibited.
 - b. Lawns must be regularly maintained and must be reasonably free of weeds. Trees and bushes must be trimmed of dead branches and may not touch neighboring Units. Property must be regularly cleared of trash and debris. Owners may not leave landscape debris on the front lawn.
 - c. The exterior of the dwelling must be kept in good repair. Hanging or damaged screens, broken windows, shutters, gutters, etc. must be repaired immediately, and all exterior surfaces shall be maintained to Association standards. No peeling, faded or discolored painted surfaces are permitted. All exterior color or material changes must be approved by the Board thirty days prior to the exterior color or material change modifications or alterations.
 - d. Storm (screen) doors must be either Larson "Parkview" (Cranberry Only) or "Lakeview" (Cranberry Only) with brushed nickel finish and kept in good condition at all times (Exhibit "8").
 - e. When the Association deems a property in violation of paragraph 3.18 herein, the Owner will be sent a written notice of violation and the Owner will be given a reasonable length of time to bring the property up to standard. If the Owner fails to bring the property up to standard, the Association may elect to have the work performed and will bill the expense to the Owner plus a minimum processing fee of \$100.00.
 - f. Owner Unit's Front exterior must be maintenance on an annual base.
- 3.30 Vandalism or Illegal Activities
 - a. All acts of vandalism to the Common Areas should first be reported to the City of Chicago Police Department and then to the Property Manager.

- b. No illegal activities of any kind shall be allowed on the property. The City of Chicago Police Department shall be notified of illegal activities observed on the premises
- 3.31 Window and Door Replacement
 - a. Window and door replacements must be approved by the Board.
 - b. Window and door replacements must remain the same color.
 - c. Window and door replacements must remain the same size.
- 3.32 Yard Decorations
 - a. No unsightly artificial vegetation shall be permitted on the exterior of any portion of the properties. Exterior sculptures, statutes, yard ornaments, fountains and similar objects must be approved by the Board. Planters, statuary window boxes, bird baths, bird feeders, flower pots and other yard ornaments must be aesthetically pleasing.
 - b. Landscaping alterations need to be submitted to the Board for approval. This includes planting of trees, bushes, grade changes, brick pavers, lighting of any kind, etc. Failure to request approval will result in a fine.

SECTION IV – Enforcement Policy (updated)

- 4.1 Resident Cooperation
 - a. Unless the Board is notified of rules infractions by Owners, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing Owners, each resident's cooperation and participation is encouraged.
- 4.2 Written Warnings & Violation Notices
 - a. Written Warnings and Violation Notices are issued by the Board and its agents to an Owner allegedly in violation of the Declarations or Rules and Regulations who has or whose family members, agents, tenants, guests, invitees or pets have allegedly committed a violation when one of the following occurs:
 - i. The Association receives a Witness Violation Complaint. A sample Complaint form is attached as Exhibit "1" to this publication or can be obtained from the Property Manager
 - ii. The Association receives a letter of complaint which includes
 - 1. the name, address and phone number of the complaining witness,
 - 2. the Owner's name and/or address where the alleged violating person(s) resides, and
 - 3. The specific details or description of the violation including the date, time, and location where it was alleged to have occurred.
 - iii. A Board Member issues a witness statement based on his or her own observations.

4.3 Written Warnings

a. Written Warnings for the first offense of a particular rule will be sent by both regular U.S. mail service, and also by certified mail return receipt requested, or by personal delivery to the Owner of record or occupant. The warning will include specific details of the alleged violation(s) as well as steps that must be taken to rectify the condition and/or the consequences for subsequent violation(s). Request for a hearing to protest the Written Warning must be made within fourteen business days after receipt of the Written Warning.

4.4 Notice of Violation (N.O.V.)

a. If subsequent violation complaints are received relative to the same alleged violation, or if the steps outlined in the Written Warning to correct the condition have not been taken, a N.O.V. will be sent, by both regular U.S. mail, and certified mail return receipt requested, or by personal delivery to the Owners. The N.O.V. will include the specific details of the alleged violation(s) with a copy of the amount of fine to be imposed by default unless a hearing is requested within fourteen business days after receipt of the N.O.V.

4.5 Hearings

a. Provided the N.O.V. recipient Owner has properly requested a hearing, the Owner will be provided written notice of the time and place where the Board or its duly authorized agents will conduct a hearing to review the complaint. At that time, the N.O.V. recipient Owner will have the opportunity to present a defense to the complaint. All hearings will proceed with or without the presence of the Owner(s) who is in alleged violation. The person signing the Witness Statement is not required to be present. The decision of the Board or its duly authorized agents shall be submitted in writing within five days of the hearing and such decision shall be binding upon all parties.

4.6 Penalties I Fines (updated)

- a. Rules And Regulations Violation
 - i. 1st Offense Written Warning (may be issued with fine)
 - ii. 2nd Offense \$ 50 fine
 - iii. 3rd Offense \$100 fine
 - iv. 4th Offense \$200 fine
 - v. +5 Offense \$500 fine
- b. Legal action with unpaid accounts of \$500 or more, unless stated different in the rules and regulations.
- c. All Violations are cumulative to the current owner and may be reset for a \$500 processing fee.

4.7 Legal Cost

a. In the event of any violation of the Rules and Regulations, Declarations or By-Laws of the Association, the Board of Directors reserves the right to pursue any and all legal and equitable remedies to compel enforcement. Any and all costs and attorney's fees shall be assessed against the offending Owners and shall be a lien against the property until paid in full. Liens may be filed against the property with Cook County Recorder of Deeds.

SECTION V – Assessments

- 5.1 Assessments are currently billed on a monthly basis, the assessment statements are due on the 1st of each month, and it is the Owner's responsibility to pay the assessment on time and to provide a billing address.
- 5.2 Special assessments are billed as directed by the Board
- 5.3 A late charge of \$35.00 will accrue on the 15th of the month in which the assessment is due and shall bear interest at the legal rate allowable by law per the Association's Declarations.
- 5.4 The Association will issue a statement to any delinquent Owner past the due date for receipt of the assessment and/or special assessment(s),
- 5.5 Sixty days after the assessment is due and remains unpaid, a delinquent Owner shall receive a thirty day payment demand notice from the Association lawyer.
- 5.6 In the event of non-payment from the Owner after the foretasted thirty day period, the Association lawyer will prepare and file a lien against the Owner's property at the Cook County Recorder of Deeds and proceed with collection. Once the lien is satisfied, it is the property Owners' responsibility to request a release of lien from the Association and record same at the Cook County Recorder of Deeds.
- 5.7 In the event of extenuating circumstances, the Board shall have the authority to credit back any late charges, which may have been added to an Owner's account
- 5.8 Owners who are delinquent will be responsible for any and all attorney's fees and costs incurred in collecting unpaid assessments,
- 5.9 Any Owner who submits a check that is returned by the bank for insufficient funds will be charged a fee of \$25.00 and/or any costs charged to the Association by the bank.

SECTION VI – Transfer of Owner

- 6.1 A selling Owner must supply a prospective Owner with copies of the Declaration, By-Laws and Rules and Regulations of the Association so that they are familiar with the provisions contained therein. Copies of these documents can be obtained from the Association for a fee.
- 6.2 The selling Owner must provide the Board with the names and address of the prospective Owner, as well as a forwarding address and telephone number for them.
- 6.3 Upon fifteen days notice and upon written documentation that paragraphs 6.1 and 6.2 have been complied with, the selling Owner may request a closing letter from the Board setting forth the amount of any unpaid assessments, if any, status of violations against the subject property and other charges due. The Board is authorized to collect a fee for this service. See Exhibit "2".

EXHIBIT 1 – Witness Violation Complaint

WITNESS 1:	Name
	Street Address
	Telephone
	Email
WITNESS 2:	Name
(if applicable)	Street Address
	Telephone
	Email
Violator	Name
	Street Address
Violation:	Date
	Time
	Description:

The Enclave at Galewood Crossing Association **Witness Violation Complaint Form**

Section of Declaration, By-Laws, Rules & Regulations or Design Review Guidelines violated:

Were any photographs or recordings made of the violation? _____ Yes _____ No Please include all tapes, photographs, details (i.e. vehicle model, color, license plate number) with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else that was present.

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

Signature: _____ Date: _____

EXHIBIT 2 – Notification of Sale

The Enclave at Galewood Crossing Association Notification of Sale Form

Seller must submit this completed form 30 days prior to the closing date. The processing fee is \$100.00.				
Date:	Property:			
	Current		Forwarding	
Seller Name :				
Address				
Telephone				
Buyer Name :				
Address				
Telephone				
Date of Closing:		Date Of Occupancy:		
Send Closing Letter To	:			

Purchaser(s) and Seller(s) hereby state that the seller has provided the purchaser with the Declarations, By Laws and Rules and Regulations that govern the * Homeowners Association.

The purchaser(s) hereby acknowledge and represent that they will comply with all provisions of the CC&R's, By Laws and Rules and Regulations.

Seller Signature:	Date:		
Purchaser Signature:	Date:		

EXHIBIT 3 – Census (updated)



Census Form

Unit Address:		Unit #	Lot #:
	Owner	1	Tenant
Name :			
Address			
Phone – Home			
Phone – Other			
Email			
List All Occupants:			
1	5		
2	6		
3	7		
4	8		
Pets? YesNoDesci	ription:		
If we cannot contact you in	ı case of emergency, who should we	call?	
Name :			
Address:			
Phone:			
Home Owner Insurance Name a	and Policy Number (Please attached copy	of Attached Certific	ate of Insurance)
Name :			
Policy #		Phone:	
Please enclose the followin	g items:		
	rtificate of Insurance		
Owners Signature:		_	

Date:____

EXHIBIT 4 – Example of Certificate of Insurance

40					. T	6091
	ORD CERTIFIC	CATE OF LIAB				8/16/2009
PRODUCER THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.						
			INSURERSA	FFORDING COV	ERAGE	NAIC #
SURED			INSURER A: Pra	etorian Insura	nce Company	
	ve at Galewood Crossings M Afprmation Only 🦳	aster Assn.		ich Ins. Compa	iny	-
	www.eoldirect.com		INSURER D:	Int	(n)	
to ord	Ten a deptificate of insur			HUYE		
OVER						\cup
ANY RI MAY PI	DLICIES OF INSURANCE LISTED BEL EQUIREMENT, TERM OR CONDITIC ERTAIN, THE INSURANCE AFFORDE ES. AGGREGATE LIMITS SHOWN MA	IN OF ANY CONTRACT OR OTHE D BY THE POLICIES DESCRIBED	ER DOCUMENT WITH HEREIN IS SUBJECT	H RESPECT TO WH T TO ALL THE TER!	ICH THIS CERTIFICATE M	AY BE ISSUED OF
R ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
					DAMAGE TO RENTED	\$ 1,000,000.00
8	CLAIMS MADE X OCCUR	H513001259-01			PREMISES (Ea occurence)	\$ 50,000.00 \$ 5,000.00
						\$ 1,000,000.0
					GENERAL AGGREGATE	\$ 3,000,000.0
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 1,000,000.0
+					COMBINED SINGLE LIMIT	\$ 1,000,000.0
	ANY AUTO ALL OWNED AUTOS	H513001259-01		8		
	SCHEDULED AUTOS				(Perperson)	\$
					BODHY INJURY (Per accident)	s
					PROPERTY DAMAGE (Peraccident)	<u>î</u> l
	GARAGE LIABILITY		129	N_{a}		\$ \$
	H GC			Mal		\$
	EXCESS/UMBRELLA LIABILITY					\$ 5,000,000.0
	CCCUR CLAIMS MADE	MOREALE		MGU	AGOREGATE	\$ 5,000,000.0
		liegiges		ulec		s
	X RETENTION \$10000					\$
	KERS COMPENSATION AND				WC STATU- TORY LIMITS ER	
ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	H511000621				\$ 1,000,000.0
Ifyes	describe under CIAL PROVISIONS below					<pre>\$ 1,000,000.0 \$ 1,000,000.0</pre>
отн						000 Ded
	delity	H513001259-01			\$100,000 \$ 5	00 Ded
RECT	ON OF OPERATIONS/LOCATIONS/VEHICL ORS & OFFICERS LIABILITY - X/XXXX Policy #XXXXXXXX				/\$X,XXX DED Effecti	ve XX/XX/XXX
ERTIF	ICATE HOLDER		CANCELLAT	ION		
ot in isit	formational purposes only. Lended for adding Mortgage www.Goldurect.com and choc icate type to add a mortga	Hofder information.	DATE THEREOF	, THE ISSUING INSURE CERTIFICATE HOLDEF LIGATION OR LIABILIT VES.	ED POLICIES BE CANCELLED BI R WILL ENDEAVOR TO MAIL NAMED TO THE LEFT, BUT FA Y OF ANY RIND UPON THE INS	10 DAYS WRIT
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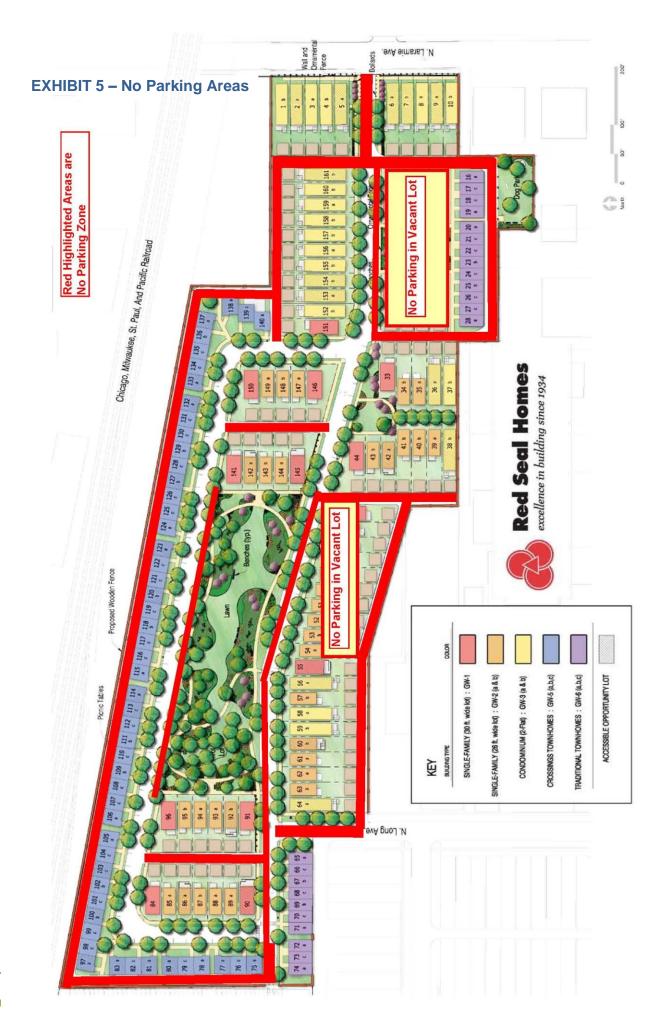


EXHIBIT 6 – Event Permit

The Enclave at Galewood Crossing Association Event Permit Form

Unit Address:	Unit #	Lot #:
Name :		
Phone – Home		
Phone – Other		
Email		
Purpose of Event		
Date and Time of Event		
Number of Guest		
Event Type (Residential or Main Park)		

I waive the requirement to carry additional insurance for this event and I hold the Enclave at Galewood Crossings Association harmless in the event of any accident or damage. I accept full responsibility for any acts, claims, injuries or accidents that result from this event.

Please indicate by your signature below that you have read sections 3.21 and 3.22 of the Rules and Regulations, and that you understand and will comply with all the rules and regulations of The Enclave at Galewood Crossings Association. Failure to adhere to these requirements may result in a financial penalty being charged against you.

Please enclose the following Items:

Permit Request Form\$100.00 Deposit

Owners Signature: ______
Date:

Please mail this signed permit form with your deposit fee to: The Enclave at Galewood Crossings Association % James Sarther Hillcrest Properties Management 55 West 22nd Street, Suite 310 Lombard, IL 60148

If you wish to hand deliver this permit form with your deposit fee, you may do so to any Master Association Board member

EXHIBIT 7 – Lease Notification (updated)



Lease Notification Form

Unit Address:	Unit #	Lot #:			
Tenant Name :					
Phone – Home					
Phone – Other					
Email					
List All Occupants:					
	5				
1					
2	6				
3	7				
4	8				
Pets? YesNoDescription:					
If we cannot contact you in case of emerge	ency, who should we call?				
Name :					
Address:					
Phone:					
List All Vehicles belonging to the Resident	t's Unit:				
Make Model	Color Year	License Plate			
1					
2					
3					
4					
Please enclose the following items:					
□ Lease Agreement □ Background Check					
Background Cneck Tenant References					
 Processing Fee of \$200.00 					
<u> </u>					
Owners Signature:					
Date:					

EXHIBIT 8 – Storm (screen) Doors (New)



Larson with Brushed Nickel Finish (Color – <u>Cranberry Only</u>)



Acceptable Glass Door Type



EXHIBIT 9 – Vehicle Permit Request (New)



Vehicle Permit Request Form

Unit Address:			Unit #	Lot #:
		Owner		
Name :		Ten	porary Permits	
Address			Number Need*	
-			*Temporary Per	rmits are sold in pack of 10
-				
Phone – Home				
Phone – Other				
Email				
List All Vehicles b	elonging to the Ro	esident's Unit:		
Make	Model	Color	Year	License Plate
1				
2				
3				
4				
5				
6				
7				
Auto Insurance Name	and Policy Number	(Please attached copy of Cer	tificate of Insurance or	Insurance Card)
	and roncy rumber (u lease attached copy of Cer	uncate of insurance or	insurance Caruj
Name :				
Policy #			Phone:	

Please enclose the following items:

□ Certificate of Insurance or Insurance Card for each Resident Permit Requested

□ Processing Fee for requested permits (you may pay this online and include copy of payment receipt)

- □ Resident Permits are \$5 each (for 2012)
- □ Temporary Permits are \$10 per pack (for 2012)

Owners Signature: _____

Date:_____