

Scenic Tree Condominium Association

Rules & Regulations

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A condominium community can be thought of as a small town. The Board President is the equivalent of the Mayor, the Condominium Association is the equivalent of the law enforcement agency, and the Assessments can be thought of as taxes that pay for the maintenance, repairs, and improvements in the community.

In any well-run community, it is necessary to have Rules and Regulations to protect the quality of life of the residents. Without clear guidelines for the behavior of its residents, a community is likely to deteriorate in safety, appearance, and property value.

At the same time, successful community living depends on the willingness of the residents to be considerate of one another and to have the common good of the community as a primary concern.

Communities that must continually call upon law enforcement agencies to enforce their Rules and Regulations are usually not good places to live. On the other hand, communities where residents cooperate and voluntarily observe the Rules and Regulations usually have an excellent quality of life as well as steadily increasing property value.

The Scenic Tree Condominium Association Rules and Regulations have been designed to ensure that our community will continue to be a safe, beautiful, and enjoyable place to live as well as a solid investment for each property owner.

At the same time, it is expected that Scenic Tree residents will work together to establish successful and cordial living conditions. While a process has been created for formal complaints to the Management Company or the Board of Directors, it is hoped that the first step for any resident having a non-emergency problem with the community behavior of another resident would be a one-on-one, neighborly conversation. It is hoped that formal complaints to the Management Company or the Board will be made only when such a conversation fails to produce acceptable results.

It is our goal to establish Scenic Tree as a model condominium community. With the help and cooperation of all Scenic Tree residents, this goal is achievable.

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I. DEFINITIONS

If a term is used in the Rules that is not defined in this document, its definition shall be determined by referring, in the order that follows, to its definition as used either in the Condominium Property Act (or Not-for-Profit Corporation Act), the Declaration, or in the By-Laws, or in its common usage within the Association or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

Declaration — The Declaration for Scenic Tree that was made and entered into on the 24th day Of October, 2006, by Scenic Tree Conversion LLC, an Illinois Limited Liability Company.

By-Laws — The By-Laws of Scenic Tree Condominium Association, and as amended from time to time thereafter.

Property — All the real property against which the Declaration is recorded.

Act — The Illinois Condominium Property Act, as amended from time to time.

Association — Scenic Tree Condominium Association, an Illinois not-for-profit corporation and a common interest community.

Board — The Board of Directors of the Association.

Rules or Rules and Regulations — These Rules and Regulations of the Association, as amended from time to time, as adopted under the powers available to the Association and the Board.

Common Elements — The Common Elements of the Association, as defined in the Act and the Declaration.

Unit — A portion of the Property that is owned exclusively by an Owner.

Owner — A Record owner, whether one or more Persons, of fee simple title to any Unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Person — A natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Record — To record with the Recorder of Deeds for the county.

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Resident — Any person who resides on the Property, including families and tenants of Owners and including an Owner if the context so indicates.

Common Expense or Assessment — Any amount that the Board may assess or levy against an Owner, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments that are levied under the Declaration, By-Laws, or the Rules and Regulations.

Managing Agent or Manager — The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.

Abandoned Vehicles — Any vehicle that is in a state of disrepair rendering it incapable of being driven in its present condition; or which does not have a current, valid vehicle license plate and municipal vehicle sticker, if required; or which is such that the acts of the vehicle owner and the condition of the vehicle clearly indicate it has been abandoned in the sole and absolute discretion of the Board.

Emergency Vehicles — Ambulances and hospital or medical vehicles of any type; or fire fighting vehicles of any type; or police protection vehicles of any type; or snow plowing vehicles; or Permitted Vehicles, provided that each of the foregoing is being utilized for emergency purposes for the health, safety, and welfare of the owners, residents, and other persons on the Property.

Permitted Vehicles — Passenger automobiles in a fully drivable and operable condition having no more than five (5) entry doors and specifically excluding limousines or hearses whether or not used for personal purposes; or lightweight recreational motor vehicles, excluding campers, provided, however, that lightweight recreational vehicles shall have a "B," "RV," or other passenger license plate, shall have no more than four (4) wheels, shall have a curb weight of less than eight thousand pounds (8,000 lb.), shall have an overall length of less than twenty feet (20 ft.), shall have an overall width of less than seven feet (7 ft.); or motorbikes and motorcycles. Each of the foregoing must be registered and licensed for use on public roads and highways. These vehicles may have commercial lettering if they are in the regular personal or business use of a resident. Permitted Vehicles and any parts of Permitted Vehicles must also not extend beyond the length and width of one parking space.

Non-permitted Vehicles — All vehicles other than those defined above as Permitted Vehicles or Emergency Vehicles or any vehicles without valid state license plates and appropriate municipal vehicle stickers, if required or any vehicles used for commercial purposes, except those vehicles which if they did not have commercial lettering would be a Permitted Vehicle.

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II. GENERAL RULES

All rules, regulations, restrictions, and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in Section V of these Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, By-Laws, or the Rules and Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declaration, the By-Laws, and the Rules and Regulations, in that order.

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

Fees may be listed throughout these Rules as guides to violation amounts; however, the Board, in its sole discretion, can fine up to \$1,000 for any violation to these Rules. Fee amounts will be based on severity of violation and/or frequency of occurrence. Any additional charges for damages, replacement costs, professionals, towing, or management oversight will be added to the fee for the violation.

In addition the following penalties will be imposed on all violations:

First violation of any rule.....	Written warning
Second violation	\$25.00 penalty
Third violation.....	\$50.00 penalty
Fourth violation.....	\$100.00 penalty
Fifth and subsequent violation.....	\$250.00 penalty
(multiple violation of same rule)	

III. RULES REGARDING THE USE, ADMINISTRATION, AND APPEARANCE OF THE PROPERTY

A. Alterations

No alterations of any kind may be made to the exterior portions of any building, including but not limited to roofs, windows, siding, or grounds in and around the buildings except by written consent of the Board. Unit owners shall not cause or permit anything to be placed on the outside walls of the building, and no sign, awning, canopy, or shutter shall be affixed to or placed upon the exterior walls or roof or any part thereof without the prior consent of the Board.

No alterations of any kind may be made to load-bearing walls.

B. Antennas/Satellites

No mast, antenna, large satellite dish or other structure for transmitting or receiving messages or programs by radio or television shall be erected, permitted, affixed or maintained in or upon any part of the common areas of the building, including but not limited to, the exterior walls and roof without prior written approval by the Board. Smaller (less than 19" diameter) satellite dishes may be mounted to the balcony.

No cables or wires from such devices are permitted to be erected, permitted, affixed or maintained in or upon any part of the common areas of the building, including but not

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limited to, the exterior walls, roof, or any part of the property without prior written approval by the Board.
Violations of this rule will be subject to the maximum fine permitted and removal of the device at the expense of the owner.

C. Assessments and Collections

All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of each month. Monthly assessment invoices will not be mailed to Owners. Owners are responsible for making sure that their entire payments reach the management company on or before the fifteenth (15th) day of each month. Any payment that is received after the fifteenth (15th) shall be considered late. An Owner will be charged twenty five dollars (\$25.00) ("Late Charge") for any payment received after the fifteenth (15th) of the month. The Late charge will be added to and deemed a part of the Owner's Common Expenses.

A service charge of thirty dollars (\$30.00) will be assessed on any checks that are returned unpaid by the Association's bank. All payments received will be applied to the Owner's account in a matter determined by the Board.

Under appropriate circumstances, the Board or Management Company has the authority to credit back any late charges that may have been erroneously added to an Owner's account. Any amounts that are more than sixty (60) days past due will be turned over to the Association's or Management Company's attorney to initiate legal proceedings to collect all amounts due to the Association. All attorneys' fees and court costs so incurred will be assessed to the defaulting Owner's account and shall be deemed a part of the Owner's Common Expenses. If at any time an owner is sent to the attorney for legal proceedings the only payment agreement that will be permissible will be 1/2 of the balance paid up front and the remainder of the balance paid in full within 4 months on top of the regular assessments each month. No late fees will be waived as part of a payment agreement. The unit owner will be responsible for any fees charged by the attorney to finalize the payment agreement. Owners are encouraged to use their respective bank's online bill pay functions to automatically pay their monthly assessments. The payment should also list the owner's building and unit number.

Checks should be made payable to: Scenic Tree Condominium Association.

Payments should be remitted to: Scenic Tree Condo Association, 10205 S 86th Terrace #210, Palos Hills, IL 60465.

D. Awnings and Sunroofs

No awning, sunroof, or canopy of any type is permitted.

E. Balconies, Private Decks, and Yards

Owners shall keep private balconies clear, orderly, and free from clutter.

Balconies may not be enclosed, altered, painted, carpeted, tiled, or the appearance changed in any way without the prior written consent of the Board. This rule does not include the use of

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patio furniture, gas barbecue grills, flower boxes, flower pots or seasonal decorations. Balconies may have outdoor carpeting installed as long as it is green in color and does not extend over the sides of the balcony at any point. Any outdoor carpeting that was installed prior to April 2010 may be a different color but may not extend over the side of the balcony area in any way. If at any time that carpeting has to be changed it must then be green in color.

Clothing, sheets, blankets, laundry, and similar objects shall not be hung out or exposed on balconies. The balconies shall be kept clear of rubbish, debris, or other unsightly materials. Balconies must not be used as pet runs.

Balconies must have any flower box or pot firmly fixed and hung towards the inside, if placed on the railings. Owners are responsible for damages caused by objects that fall from their balconies or which are blown off their balconies or patios.

No items or objects shall be thrown, swept, or shaken from balconies.

Broken windows, torn screens, damaged front doors must be repaired immediately by the Owner at the Owner's expense.

F. Barbecuing

Barbecuing using gas grills is permitted on private balconies. Owners are responsible for any damage caused in connection with barbecuing. Use of charcoal barbecue grills is deemed in violation of these Rules and Regulations due to insurance ramifications to their use. Our insurance provider has determined that all charcoal and electric grills are prohibited, and therefore, they must be removed immediately. Any and all grills are required to have a grill mat underneath them to prevent grease drips from falling and causing hazardous material to be left on the balconies. Any unit owner caught not adhering to this rule will be fined the maximum amount allowed by these rules and regulations. The Management Company will, by any means necessary, enter the balcony or patio of any person with a charcoal or electric grill and remove the charcoal or electric grill from the premises.

G. Bicycles and Motorcycles

Bicycles and motorcycles shall not be parked or stored in the Common Elements except where noted. At the present time, there is no assigned area for bicycle storage. Until a more permanent solution is reached, bicycles must be stored in an owner's unit.

Motorcycles/Mopeds/Scooters that run on gasoline must be parked in the parking lot with a proper permit and may not be stored on the patio or inside of the building.

Bicycle owners are responsible for any dirt, stains, or marks that their bicycles may cause on or in the Common Elements. The Scenic Tree Condominium Association is not responsible for any damage to or theft of bicycles stored on the property.

No bicycles are allowed in the common area stairwells nor are they allowed to be chained to the front or back railings inside the stairwells.

H. Board Meetings and Association Records

Board meetings, except executive sessions as permitted by law, are open to all Owners, who are encouraged to attend. The time for Board meetings is determined by action of the Board from time to time, and reasonable notice will be provided to all Owners. As required by law,

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the books and records of the Association are available for the inspection of Owners for any proper purpose at reasonable times, provided that reasonable advance notice is provided to the Association. Any Unit Owner requesting a detailed accounting of his or her payment history will receive one statement free of charge, and additional requests will be charged at \$10.00 per statement. All Owners will be provided a copy of the Decs & Bylaws at closing. Any Owner requesting a copy of the Decs & Bylaws will be charged a fee of \$30.00. Any Owner requesting a copy of the Rules & Regulations will be charged a fee of \$20.00. All fees will be payable to the Management Company.

While it is permissible for any owner to attend the open portion of the Board meeting, it is not permissible for the owners to speak or interrupt during the board meeting. The only time that it is permissible for any person other than the Board to speak is during the open portion of the meeting, any person wishing to speak during that time will be allowed to speak as long as they have notified the Board in writing, with a detailed description of the subject matter via the Management Office of their desire to be heard in advance, at least 5 days prior to the scheduled meeting. The Owner will then have 2 minutes to speak regarding their subject.

Any person speaking out of turn or disrupting a Board meeting will be asked to leave the Board meeting immediately. If necessary the authorities will be called to escort the Owner out of the Board meeting. Any costs associated with the removal will be assessed to that Unit Owner's account.

I. Bulletin Board

At the present time, there is not a bulletin board available to post messages. The Board will use the entrance door of each building to post official correspondence to the Owners and Residents.

In addition, all Owners and Residents interested in posting a personal notice must first submit a copy to the Management Company. All postings must include the name and unit of owner posting the notice. The Board may remove any posting within a reasonable time or any posting deemed inappropriate in the Board's sole and absolute discretion. Owners and Residents are prohibited from posting any notices on or in the Common Property except as provided for in this subsection.

Any damage caused by the removal of messages or notices posted in violation of this Section shall be charged as a Common Expense against the responsible Owner.

J. Common Elements

Storage of any kind is expressly prohibited on or in any Common Elements unless the area is expressly designated for this purpose. All indoor Common Element areas, including, but not limited to, hallways, shall be kept clear. No personal items shall be stored outside units including but not limited to boots, shoes, and umbrellas. Any game or other activity that creates a nuisance, damages any Common Element, or disrupts the peace is strictly prohibited on or in any portion of the Common Elements. Owners may not enclose any portion of the Common Element with a fence or other boundaries. Any trees, shrubs, or plantings to be installed on the Property must be approved by the Board or its duly authorized agents, unless otherwise authorized herein. Owners shall not permit playing in

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hallways, stairways, or in any Common Elements. This includes, but is not limited to: running, screaming, jumping, playing games (i.e., Frisbee, catch, etc.), and hitting or tackling other persons. Clothing, sheets, blankets, laundry, and similar objects shall not be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept clear of rubbish, debris, or other unsightly materials. Structures such as storage sheds, swimming pools, animal shelters, carports, hot tubs or gazebos are prohibited.

Owners are responsible for keeping areas immediately surrounding their units clean and free from debris.

- Littering is prohibited.
- All items left in the common areas will be disposed of without any notice as this is strictly forbidden.
- Each unit owner must report the need for any repairs of common areas of the condominium property, which are the obligation of the Association to maintain.
- Lawn ornaments and/or lawn furniture may not be placed in the common areas. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting.
- Recreational equipment, which cannot be returned to the interior of the unit each nightfall, is prohibited.
- The riding of bicycles, snowmobiles and other vehicles is prohibited on grass areas and common areas.

Certain parts of the common areas are built and designed specifically for each individually owned condominium unit. Examples include unit windows and doors, patios/balconies and certain pipes.

These are designated common areas because they are owned by all unit owners in common and the Association has control over how they are to be maintained. Their complete designation is, however, limited common areas because they are limited to the use of one condominium unit. Maintenance and repair become the expense of the individual condominium unit owner.

Limited common areas/elements are limited to the use of a particular unit. See section 1.15 of the Condo Declaration.

Unit owners and/or tenants are responsible for the maintenance of their limited common areas/element. Any unit owner not completing a repair within 10 days of written notice from the Board or Managing Agent to a limited common element for their exclusive use will incur charges from the Managing Agent or a contractor chosen by the Managing Agent in the dollar amount specified by the person making the repair plus an administrative fee in the amount of \$50.00 for the coordination of said repair payable to Capital Acquisitions and Development and due as a common expense charged to that unit by the Board. If said payment is not made within 30 days the Association will pay the Managing Agent for said repair and seek reimbursement from the individual owner.

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K. Construction/Remodeling of Units

Any remodeling of any unit must be presented in writing to the Management Office before the remodeling may begin.

If any contractors hired by an Owner damages any Common Elements, the Board may fine the Owner five hundred dollars (\$500) in addition to (1) the actual cost of labor and materials, required to repair, replace, or reconstruct the damage to the Common Elements, and (2) a fifteen percent (15%) surcharge for the Manager's supervision of the necessary work.

Contractors hired by an Owner will be expected to timely remove all construction materials and debris from the Scenic Tree Condominium property. The Scenic Tree Condominium Association dumpsters and recycling bins may not be used for this purpose.

Private scavenger arrangements must be made by the Owner or the Owner's contractors.

Should the Owner fail to have construction materials and debris removed in a timely manner, or if the Owner or the Owner's contractor uses The Scenic Tree Condominium Association dumpster or recycling bins, or drives on the lawn, the Board may impose a fine of five hundred dollars (\$500) on the owner plus the cost of retaining a scavenger service to remove the offending materials and debris, plus a fifteen percent (15%) surcharge on the cost of that service for the Manager's supervision of the clean-up and removal.

For purposes of this document, construction or remodeling shall not include: (1) minor redecorating, including, but not limited to, painting and wallpaper, or (2) the installation of window treatments, ceiling fans, or light fixtures.

Any modifications to the exterior of the property must be Board approved, and match the exact fixture for brand and quality to keep the uniform look as demonstrated on our building. All doors and handles must match.

L. Damage to Common Property

Any portion of the Common Elements that is damaged by the conduct of an Owner or by the Owner's family, tenants, or guests will be repaired by the Association and all reasonable costs necessary to repair the damage shall be specially assessed to the Owner responsible, or, with the prior written approval of the Board, may be repaired by the Owner at the Owner's expense. Any determination of whether or not the Owner is responsible is subject to the Policies and Procedures Regarding Enforcement contained in Section V of these Rules and Regulations.

M. Deliveries

Newspapers and deliveries shall be made in such a manner that the delivered material is not stored on Common Element areas. Newspapers and packages must be removed from Common Areas within two (2) days or the Owner must make arrangements to have them removed within that time.

Damages and debris resulting from personal deliveries shall be the responsibility of the Unit Owners.

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Any Owner or Resident whose pet is found violating this Section will be subject the maximum fine allowed under these Rules & Regulations. The costs of any repair and/or replacement of any part of the landscaping that is a result of a violation of this Section will be assessed to the Unit Owner or Resident whose pet is responsible.

S. Leafleting

1. Any person seeking to distribute literature on the Property other than in the United States Mail shall first deliver a copy of the item to the Board and shall state the name, address, and phone number of the person or persons who are the distributors of the publication and of the person or persons sponsoring the distribution of the publication. No other information shall be required for distribution. Board reserves the right to deny request to distribute the literature.

2. If a Unit Owner violates the provisions stated above, or if the literature so distributed is in any way disposed of on the Property, the Unit Owner shall be assessed all costs and expenses for collection of the disposed of literature and any attorneys' fees or administrative time that may be necessary to ensure proper enforcement of these provisions.

T. Lock-Out Procedures

Lock-out service is not provided by the Association; however the Managing Agent can be made available after hours, if the Management Office has a copy of your unit key on file the lock out fee is \$50.00. If the lock needs to be changed the Managing Agent can do this for a fee of \$150.00.

U. Moving

A three hundred dollar (\$300.00) move-in and out deposit is required prior to any move.

Payment must be made payable to The Scenic Tree Condominium Association and is acceptable only by money order or cashier's check. The deposit will be returned to the Owner or Resident within ten business days (the ten business days begins the day after the Management Office has been notified in writing that the move in/out is complete), less an amount the Board reasonably deducts to repair damage, if any, caused by the move.

The cost of repairing or replacing any damage to the Common Elements, in excess of the Deposit, caused by moving will be charged to the Owner responsible.

The Manager must be notified not less than two weeks in advance of any move that requires the use of a balcony. The cost of repairing any damage to the balcony resulting from its use during a move will be the responsibility of the Owner.

V. Noise, Nuisances, and Parties

Unreasonable noises, noxious odors, annoyances, nuisances, or disturbances are not permitted. Residents shall not permit or do anything in their Unit or anywhere on the Common Property that will disturb or interfere with the rights and comforts of other residents. This includes, but is not limited to: excessively loud stereo or television playing; disturbing the peace by engaging in loud or violent domestic disputes that may require police intervention; repeated and prolonged door banging or any repeated noise intended to disturb

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the peace of other residents; allowing a dog to repeatedly bark or whine for long periods of time; or excessively loud or prolonged home or car security systems alarms.

Parties — Neighbors adjacent, above, and below unit must be notified of parties not less than 24 hours prior to the party. Please respect your neighbors. You are responsible for your guests' actions in common areas. Conversations on balconies and in common areas should not disturb your neighbors.

Quiet hours for the property will be noted as follows: Sunday through Thursday 10pm through 7am the following morning; Friday & Saturday 11:30pm through 7am the following morning. Any unit owner caught not adhering to this rule will be fined the maximum amount allowed by these rules and regulations.

W. Pets

No animals, other than dogs, cats, or other animals reasonably considered to be household pets, shall be raised or kept anywhere on the Property, nor shall any animals be kept, bred, or maintained for any commercial purposes.

Pursuant to the Declaration of The Scenic Tree Condominium, each Unit may be home to no more than two pets: two (2) dogs, two (2) cats or one (1) dog and one (1) cat.

All fecal matter deposited on the Property shall be immediately picked up by the responsible Owner, placed in a plastic bag, and properly disposed, as proscribed by these Rules and Regulations and City of Palos Hills law.

Pet owners must clean up after pets immediately if a pet defecates in or soils the Common Property.

Dogs, cats, and other animals are not permitted to run loose anywhere on the Property.

Pets must be leashed at all times when on the Property, except when they are in the Owners' Units.

Balconies may not be used as pet runs.

Pets are permitted on balconies provided that they are supervised by their owners. They may not be left out on balconies by themselves when the Unit Owner or Resident is not on the balcony and a pet may never defecate or urinate on the balcony.

No pet may be left unattended at any time on the Property except in the Owner's Unit.

No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Elements or the property of any other Owner or Resident. Such prohibition includes prolonged barking and whining, soiling or staining the carpets in the hallways and elevator, and any damage to the landscaping.

No pets are allowed on or to live on the property weighing more than 75 lbs without Board approval.

An Owner is responsible for the actions of pets of anyone residing in or visiting his Unit, and the costs of repairing any damage caused by a pet shall be assessed to the Owner responsible as a Common Expense.

Any Owner who has been found guilty of a violation of the above rules shall be deemed to be liable for having a pet that causes or creates a nuisance or unreasonable disturbance.

Thereafter, the Board, after consideration of the facts and circumstances, may elect to fine the Owner the maximum amount allowed by these rules and regulations and/or order the Owner to have the pet removed permanently from the Property upon three (3) days written

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notice to the Owner from the Board or its duly authorized agents. The Board's decision shall be final and binding.

All pet owners must supply the Management Office with a color photo of their pet, proof of current rabies vaccinations and proof of their pet being registered with the City of Palos Hills; any pet owner that does not supply the Management Office with the proper documentation will lose their pet privileges.

X. Sales/Leases

Any Unit Owner intending to sell or lease his/her Unit must follow the proper procedures which are attached as Exhibits C, D, E and F.

The following outline details the procedures one should take when preparing to sell one's condominium. Adherence to the checklist will greatly expedite the process and eliminate any confusion between the buyers, the seller, and the Association.

1. All association members should notify the Management Company in writing of their intention to sell their unit.

2. The Management Company, on behalf of the Board, shall deliver to the selling association member a complete informational package to be provided to all prospective buyers. This packet will contain a complete copy of the By-Laws and all addendums, general financial disclosure information from the association. In addition, an "Acknowledgement of Association By-Laws" letter will be enclosed for them to sign and deliver prior to closing on the property.

3. Any questionnaire required by the buyer or the buyer's financing agent regarding the association's finances and/or planned increases in assessments needs to be prepared by the Management Company.

4. If the prospective buyer has a pet (refer to section W for specific pet rules and regulations), the selling unit holder must notify the Board in writing of the size, type, and approximate age of the animal in question within 3 days of the signing of a purchase agreement.

5. Parking Permits must be turned over from the seller to the buyer at time of closing and the seller must inform the buyer of all parking rules, if parking permits are not turned over the new buyer will have to purchase replacement permits. The buyer must provide the Management Company with a copy of the current vehicle registrations within 10 days of closing.

Failure to follow the aforementioned procedures may result in a fine being assessed by the Board to the selling member.

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Y. Seasonal Decorations

Decorations that can be placed on balconies are permitted. Any damage caused by the hanging of decorations shall be repaired by the Owner responsible or the cost of repair will be charged to the Owner by the Association. Seasonal decorations may only be placed inside the Unit or on the balconies.

No decorations that create a safety hazard will be permitted.

If natural Christmas trees are used, they must be wrapped when being brought into the building or taken out of the building. Any Owner is responsible for removing the needles, branches, or other debris from the Common Elements which result from his/her moving a Christmas tree in and out of the Building.

Z. Security

Owners should be aware and alert of their surroundings when entering and exiting the Building.

Do not activate door buzzers to strangers or to anyone without first identifying who is seeking entrance to the building and what their purpose is. Do not allow entry to any stranger when entering or exiting the building.

Never prop open any locked exterior doors, stairwell doors, or storage entrance doors or render their locks non-functional in any way.

AA. Solicitation

No solicitation is permitted on the Scenic Tree property. Residents should contact the Management Office and Palos Hills Police if they discover a solicitor anywhere on the property.

AB. Signs and Advertisements

Advertising signs for business or commercial activities are prohibited on the Property including "For Sale" or "For Rent" signs.

Signs may not be attached to the exteriors of the building of the Property or the balconies or windows.

AC. Smoking

No smoking is allowed anywhere in the Common Elements, including stairwells and laundry rooms. In addition, the smell of smoke is not allowed to escape from underneath unit owner doorways.

AD. Water Furniture

Water furniture is any bed, mattress, sofa, chair, or other item of furniture that contains as part of its elements any substance in a liquid state. Aquariums that hold over 50 gallons are not permitted on the Property. Unit Owners and occupants who use water furniture or aquariums shall be responsible for damage to the common elements or to other Units owned by others caused by such use. Permitted water furniture and aquariums shall not be drained via balconies.

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A. Rider to Lease

It is reasonable for the Association to want to be sure that the tenant fully understands what it means to live in an Association. For this reason, it is reasonable to adopt a rule that states that each lease executive must have a rider attached to it. The Association requires a rider to be attached to the lease. It shall be attached as an exhibit to the signed Rules and Regulations. This ensures that the tenant has all of the pertinent information related to the Association.

The rider should state the following:

1. Identify the date of the lease and the parties to the lease;
2. The tenant's acknowledgement that he/she understands that the Scenic Tree is part of an Association, that it is governed by a declaration, bylaws, and rules and regulations, which have been forwarded to the tenant;
3. That a violation of the Association's governing documents is a breach of the lease;
4. That the owner of the property is ultimately responsible to the Association for any violation caused by the tenant;
5. That the tenant is to forward all notices from the Association to the owner of the property;
6. That the Tenant understands that the owner is primarily responsible for the maintenance of the unit and that the Association's responsibility related to maintenance is limited to the specified within the Associations governing documents; and
7. That the tenant has read and understood the Rules and Regulations.

It is important for the Owner to understand that he/she is ultimately responsible for the actions or inactions of their tenant. While a tenant may occupy the unit, they are not a member of the Association. Therefore, the Owner will not be relieved of their responsibilities and obligations as a member of the Association. Simply because the action or negligence was committed by his/her tenant the Owner remains responsible.

It is important for the Association to enforce the rules related to leases. It is important to obtain a copy of each lease executed and to confirm that the rider has been executed. Owner's failure to obtain Rider to Lease from Tenant and return it to the Management Company will result in fines in accordance with the Rules and Regulations.

V. POLICIES AND PROCEDURES REGARDING ENFORCEMENT

Any complaint that alleges a violation of the Declaration, By-Laws, or Rules and Regulations shall be made in writing to the Property Manager and shall contain, substantially, the same information as that set forth in the Witness Statement attached hereto as Exhibit A.

Complaints shall include:

1. The name, address, and phone number of the complaining witness;
2. The Owner's name, Unit number, or address where the person or resident complained of resides;
3. The specific details or description of the violation, including the date, time, and location where the violation occurred;
4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial that may be necessary as set forth in the Witness Statement; and

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5. The signature of the complaining witness and the date on which the complaint is made. When a complaint is made, the Owner shall be notified of the alleged violation by the Association or its duly authorized agents. The notification shall be in a manner prescribed by the Board in the form attached hereto as Exhibit B. The complaining witness's identity will remain confidential unless further action as prescribed in this Section is required.

If the alleged violation is not the first violation by the Owner, or if the violation is such that serious, immediate, or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action.

All legal expenses and costs incurred will be assessed to the Owner's account if the Owner is found guilty of the violation pursuant to this Section.

If any Owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged, the owner must proceed as follows:

Within ten (10) days after the Notice of Violation has been served on the Owner under these provisions, the Owner must submit, in writing, a request for a hearing concerning the violation.

A hearing may be requested by completing a Request for a Hearing form, which is attached to the Notice of Violation and by returning it to the Association.

If a request for a hearing is filed, a hearing on the complaint shall be held before the Hearing Committee. The hearing shall be conducted no later than four weeks after delivery of the written request.

At the hearing, the committee shall hear and consider arguments, evidence, or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, the committee shall issue its determination regarding the alleged violation to the Board via the managing agent. The decision of the Board shall be made by majority vote and shall be final and binding on the Owner and the Association. Payment of any assessments, charges, costs, or expenses made under the provisions contained herein shall not become due and owing until the Board has completed its determination.

If no request for a hearing is filed within ten (10) days, the Owner shall be deemed to have waived its right to a hearing, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed in the sole and absolute discretion of the Board and in accordance with these Rules. The Owner shall be notified by the Association of any determination using the same form and in the same manner as if a hearing had been conducted by the Board. A violation's hearing may be recorded by any party.

If an Owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws, or Rules and Regulations of the Association, the following shall occur. If found guilty of a violation of a given provision of the Declaration By-Laws or Rules and Regulations then an Owner shall be fined. In addition, any legal expenses incurred by the Association or any actual damages repaired at Association expense may be imposed.

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If found to be guilty of a second or continuing violation, of the same provision of the Declaration, By-Laws, or Rules and Regulations, the owner shall be notified of the findings by the Association, or its duty authorized agents. The Owner shall also be assessed a fine. *If a fine is imposed, it shall be in the amount of between fifty dollars (\$50.00) and three hundred dollars (\$300.00) for single incidents of the violation, unless otherwise specifically noted in these Rules. A FINE FOR A CONTINUING VIOLATION SHALL BE DEEMED A SINGLE INCIDENT WITH A FINE IMPOSED EACH DAY THE VIOLATION HAS NOT BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.

If found guilty of any violation, including a first violation, the notice of determination may also require the Owner to (1) correct any damage or any unauthorized condition on the Property for which the Owner has been found responsible, (2) to pay the costs of any repairs that have previously been made, and (3) to pay any legal expenses and costs incurred by the Association as a result of the violation.

If any violation has resulted in damage to any Common Property, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the property, the Owner will be given one notice of violation to correct the damage or architectural violation. If the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the Owner will be assessed for the full cost of labor and materials required.

In addition to the foregoing assessment, and in order to encourage Owners to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any owner who forces the Association to correct a violation the cost of labor and materials, as well as an administrative charge of two hundred dollars (\$200.00) or fifteen percent (15%) (this charge is paid to the Managing Agent for rectifying the violation) of the total cost of labor and materials, whichever is greater.

All Owners shall pay any charges imposed by these Rules within thirty (30) days of notification that the charges are due. Failure to make the payment on time shall subject the owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed shall be added to the Owner's account, shall become a special assessment against the Unit, and shall be collectible as common expense in the same manner as any regular or special assessment against the Unit. Time is of the essence for this policy. Notices are deemed served either: By personal delivery at the time of delivery; or By mail following two (2) days after deposit in the United States mail provided that the notice has been sent both by regular first class, postage prepaid to the Owner at the Unit address or to any other address as the Owner shall have previously filed with the Board, and further provided that the notice sent by regular mail has not been returned to the Association undelivered. For Units held in trust, the notices may be sent either to the address of the trustee or to the address as has been provided to the Association by the trustee or the beneficial owner of the trust. These remedies are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and By-Laws to prevent or eliminate violations of the Rules and Regulations of the Association.

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Exhibit A

VIOLATION COMPLAINT - WITNESS STATEMENT

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

INFORMATION CONCERNING WITNESS(ES) TO VIOLATION

Witness's Name	Address	Unit No.	Phone No.
----------------	---------	----------	-----------

Witness's Name	Address	Unit No.	Phone No.
----------------	---------	----------	-----------

Witness's Name	Address	Unit No.	Phone No.
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INFORMATION CONCERNING VIOLATION

Violator's Name	Bldg	Unit No.	Phone No.
-----------------	------	----------	-----------

Owner's Name (If different)	Bldg	Unit No.	Phone No.
-----------------------------	------	----------	-----------

INFORMATION CONCERNING VIOLATION

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

Witness' Observations:

I make the above statements based on my personal knowledge and not upon what has been told to me.

I will cooperate with the Scenic Tree Condominium Association and its attorneys to provide additional statements or affidavits, and in the event a hearing or trial is necessary, I will appear to testify as a witness.

If I refuse to testify after filing this complaint, I agree to pay all costs and attorney's fees incurred by the Scenic Tree Condominium Association as a result of my failure to testify.

Signature	Date Signed
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Exhibit B

NOTICE OF VIOLATION

Date:

To: (Name)
(Address)
(City/State/Zip)

Re: Violation of Scenic Tree Condominium Association Declaration, By-Laws or Rules and Regulations. You are hereby notified, as the owner of resident of Bldg _____ Unit _____ in the Scenic Tree Condominium Association of Palos Hills, Illinois that you are charged with the following violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions complained of occurred on or about _____(date) and are described as follows:

The Scenic Tree Condominium Association is governed by its Declaration, By-Laws and various Rules and Regulations which you are charged with violating. Please note that you must take the actions outlined in the Association's Policy and Procedures Regarding Enforcement, if you believe the charges are unjustified. UNDER THE RULES IF YOU FAIL TO REQUEST A HEARING WITHIN TEN (10) DAYS OF RECEIPT OF THIS NOTICE OF VIOLATION, THE PERSON NAMED IN THIS NOTICE OF VIOLATION SHALL BE DEEMED GUILTY BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES, AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT. PROVIDED THAT THE PERSON NAMED IN THE NOTICE OF VIOLATION CAN DEMONSTRATE TO THE BOARD THAT SAID PERSON NEVER RECEIVED THE NOTICE OF VIOLATION DESPITE THE BOARD'S COMPLIANCE WITH THE NOTICE REQUIREMENTS, THEN THE 10 DAY PERIOD SHALL NOT COMMENCE UNTIL THE PERSON NAMED IN THE COMPLAINT ACTUALLY RECEIVES THE NOTICE. NOTICES OF VIOLATION SHALL BE DEEMED RECEIVED (1) IF BY DELIVERY, ON THE DATE OF DELIVERY (2) IF BY REGULAR MAIL, TWO (2) DAYS AFTER DEPOSITED IN A U.S. POST OFFICE MAIL BOX OR HANDED TO THE MAIL PERSON ON THE PROPERTY.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, YOU WILL RECEIVE ONE NOTICE OF VIOLATION, AFTER WHICH THE ASSOCIATION WILL CORRECT THE VIOLATION AT YOUR EXPENSE TO WHICH AN ADMINISTRATIVE CHARGE IN A MINIMUM AMOUNT OF TWO HUNDRED DOLLARS (\$200.00) WILL BE ADDED TO THE COST.

Please consult the Association's Rules for further details.

You may request a hearing by signing, dating, and returning the attached Request for a Hearing form within ten (10) days to the Association at the address below:

Very truly yours,

SCENIC TREE CONDOMINIUM ASSOCIATION

By: _____ Title: _____
Enclosure: Policies and Procedures Regarding Enforcement, Request for Hearing

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REQUEST FOR A HEARING

I hereby request a hearing on the Charges made against me as Contained in the Notice of Violation dated _____ alleging a violation of the Declaration, By-Laws or Rules and Regulations of the Scenic Tree Condominium Association.

Owner's Signature _____ Owner's Name (Please print) _____

Address _____ City _____ State _____ Zip Code _____

Daytime Phone No. _____ Evening Phone No. _____

Date: _____

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Exhibit E

TENANT REGISTRATION

Bldg & Unit Number: (Please complete one worksheet for each unit you own): _____

Contact Information for each occupant: (Please provide both first and last names):

Name: _____ Name: _____
Work #: _____ Work #: _____
Cell #: _____ Cell #: _____
Home #: _____ Home #: _____
E-mail: _____ E-mail: _____

Additional Occupants:

Name	Date of Birth	Relationship
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

Automobile Information

Make: _____ Model/Yr: _____
License: _____ Color: _____
Make: _____ Model/Yr: _____
License: _____ Color: _____

I have read and agreed to follow the Rules and Regulations governing the leasing of a residential unit. I understand that by signing this document, I will be responsible for the actions of my tenants and any family, guests, visitors, or agents that they have on my property.

Signature: _____ Date: _____

I do not have a renter in my unit and if it is later determined that a renter is in my unit, I will be subject to the fines and proceedings outlined in the Rules and Regulations.

Signature: _____ Date: _____

Please return this form via fax _____, e-mail _____ mail to: Scenic Tree Condo Association _____ or return this form to the on-site Management Office.

708 598 0240 Stmanager@Firstmerit.net

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Exhibit F

PET REGISTRATION

Pet Information: (Please complete one worksheet for each pet you own)

_____ Dog _____ Cat _____ Other (?) _____

Name: _____ Color/Breed: _____

Weight: _____ Age: _____

Include a photograph and rabies vaccination verification and City of Palos Hills Pet Registration form

Name of Owner(s): _____ Bldg/Unit: _____

Phone Number: _____ E-mail: _____

I have read and agreed to follow the Rules and Regulations Article III section W, governing pets. I understand that by signing this document, I will be responsible for my own pets and those of any of my tenants, family, guests, visitors, or agents that I have on my property.

Signature: _____ Date: _____

I do not have a pet in my unit and if it is later determined that a pet is in my unit, I will be subject to the fines and proceedings outlined in the Rules and Regulations.

Signature: _____ Date: _____

Please return this form via fax (630) 590-5046, e-mail (Candee.S@sbcglobal.net) or mail to: Scenic Tree Condo Association 16W571 Mockingbird Lane #101 Willowbrook, IL 60527 or return this form to the on-site Management Office.

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Exhibit G

RULES & REGULATIONS RIDER

Scenic Tree Condominium Association

By my signature below I attest that I have read the Rules & Regulation of the Scenic Tree Condo Association, have understood them, and will fully comply with these rules.

I have also received a copy of the Condominium Declaration and Bylaws.

Owner/Tenant Name Date

Owner/Tenant Name Date

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Exhibit H

PARKING RIDER

Please be advised that Scenic Tree has parking regulations in place. Every vehicle must have a parking permit displayed in their vehicle at all times while in the parking lot at Scenic Tree. At no time is it permissible to park in Green Oaks parking lot. Please be aware that 101st Terrace is divided between Scenic Tree and Green Oaks.

There are designated visitor parking areas located throughout the complex, these area's are marked with "Visitor Parking Only" signs and have directional arrows. Visitors to the complex MUST park in the parking spots that are designated visitor parking and are located within these signs. Visitors must have a visitor parking permit displayed and properly filled out in accordance with Article III Section AG to avoid towing. Any permit that is not filled out completely or that appears to be altered will result in towing. Resident's may NOT park in visitor parking areas. Residents are responsible for informing their guests of the parking rules. Any vehicle with a resident parking permit parked in visitor parking at any time is subject to immediate towing at the vehicle owner's expense.



Anyone not following these guidelines is subject to towing at any time. In addition any vehicle with expired tags or in inoperable condition is subject to towing at any time without notice.

By signing below I certify that I have read and understand the parking regulations at Scenic Tree.

Lessee

Lessee

Bldg/Unit _____

Permit Number(s) _____

Please return this form via fax (630) 590-5046, e-mail (Candee.S@sbcglobal.net) or mail to: Scenic Tree Condo Association 16W571 Mockingbird Lane #101 Willowbrook, IL 60527 or return this form to the on-site Management Office.

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Exhibit I

FEE STRUCTURE

Below is a fee schedule that will be adhered to; there will be no written warning for any of these incidents:

Not cleaning up fecal matter outside	\$25.00 per incident
Not cleaning up pet accidents inside	\$50.00 per incident
Pet being off leash or tied up outside	\$25.00 per incident
Leaving items in the hallway (other than door mat)	\$25.00 per item
Charcoal Grill	\$25.00 per day
Not providing a copy of tenants lease	\$25.00 per day
Unightly patio or balcony	\$50.00 minimum additional cost may occur
Remodeling waste in dumpster	\$100.00 plus any overage charge from scavenger company
Driving on Lawn	\$200.00 plus any needed repairs to the lawn
These fees are paid to the Management Company	
Copy of Declaration and Bylaws	\$30.00
Copy of Rules and Regulations	\$20.00
Copy of Statement of Account (first one free)	\$10.00 each additional

PENALTIES

In addition the following penalties will be imposed on all violations:

First violation of any rule.....	Written warning
Second violation	\$25.00 penalty
Third violation.....	\$50.00 penalty
Fourth violation.....	\$100.00 penalty
Fifth and subsequent violation.....	\$250.00 penalty
(multiple violation of same rule)	

RULES REGARDING THE INSTALLATION OF SATELLITE DISHES

Residents may install satellite dishes in their apartments. Residents living in units that can receive satellite signals who wish to install dishes must adhere to the following rules:

1. Dish must be installed within the apartment on a patio or balcony that is part of the apartment. You may not install a satellite dish in a common area or on the roof. You must not install a satellite dish on any exterior wall. You may install a dish entirely inside your apartment.
2. Satellite dishes must not be larger than one meter in diameter (3 feet, 3 inches), measured across its widest part. The satellite dish must be the color of the building in which you reside.
3. Dishes must be securely mounted and may not extend beyond the edge of the patio or balcony. Your dish must be mounted in such a manner that it cannot be dislodged. You may not hang a dish out of a window. If mounted on the patio/balcony area the satellite dish must not project above the balcony rails.
4. Installation of the dish must not damage the apartment. You may not drill holes in railings, exterior walls, or any other location.
5. Dish must be professionally installed. You may not install the dish yourself. You may hire a professional to install it for you, and our maintenance staff must supervise the installation.
6. You are liable for any injury or damage to persons or property caused by your dish, and you must maintain liability insurance covering any such injury or damage. You must install and operate your dish at your own risk. You will be liable for any injury or damage to persons or property caused by your dish. To ensure that you are to pay damages in the event your dish causes injury or damage, you must purchase and maintain liability insurance prior to the installation of your dish for as long as you have it at our community. You must provide us with a certificate of insurance before installation.

If you have any questions concerning these rules, or you wish to schedule an installation, please call the management office at 708-598-0210.

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Exhibit C

NOTICE OF INTENT TO SELL/LEASE

Scenic Tree Condominium Association
16W571 Mockingbird Lane #101
Willowbrook, IL 60527

In compliance with the established procedures of Scenic Tree Condominium Association, the undersigned owner(s) of Bldg _____ Unit _____ at Scenic Tree hereby serve notice that I (we) have offered said unit for sale/lease to:

_____ If Sale _____ If Lease

Enclosed please find:

1. Non-refundable fee in the amount of \$125.00 for sales made payable to Capital Acquisitions & Development. (This fee waived if this documentation is only for lease and no sale is involved)
2. \$300.00 refundable move-in (buyer/lessee) and move-out (seller/lessor) deposits made payable to Scenic Tree Condominium Association. Payments must be made by money order or cashiers check. All payments made otherwise will be returned.
3. One copy of the Notice of Intent to Sell/Lease Form (Exhibit C);
4. One copy of the Resident Information Form (Exhibit D);
5. One copy of the Tenant Registration Form (Exhibit E);
6. One copy of the Pet Registration Form (Exhibit F);
7. One copy of the Rules & Regulations Rider (Exhibit G);
8. One copy of the Parking Rider (Exhibit H);
9. One copy of the Fee Structure (Exhibit I);
10. One copy of the contract or lease filled out and signed by both seller and purchaser or lessor and lessee to include a name, phone number and e-mail address.

The above, completed, documents must be sent via mail or hand delivered to the Management Office. Incomplete packets will be returned to the seller or their representative.

Owner Signature

Print Name

Telephone No.

Date

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AE. Wildlife

Feeding wildlife, including, but not limited to, squirrels and birds, anywhere on the Property is prohibited between November 15 – March 15. This includes the use of bird feeders.

AF. Fire Alarms

If an owner causes a false fire alarm, the owner will be required to pay any fee levied by the Fire Department.

AG. Parking/Parking Area

Every car parked in any parking space at Scenic Tree must have a parking permit.

Owners/residents will have permanent parking permits and visitors must have visitor parking permits that are properly displayed. Visitor permits are required during the hours of 9:00p.m.- 9:00a.m. and visitors must be parked in visitor parking regardless of the time they are on the property. Parking permits for individual units are assigned as follows:

OWNED UNITS:

<u>Size Unit</u>	<u>Number Assigned</u>	<u>Additional</u>
<u>Allowed</u>		
One Bedroom	2	0
Two Bedroom	2	1

If you rent from an owner, it is up to the owner how they would like to divide up the parking permits. No unit may have more than the above stated amounts.

The additional permit cost is \$30.00.

If you lose a permit and need to purchase a replacement for a lost permit the cost is \$50.00.

Visitor parking permits will cost \$5.00 for a pack of 10 permits. Each unit may only purchase 30 visitor permits per month. These permits are good for 24 hours only. The permits must be displayed in the vehicle. The permit must be displayed on the dashboard on the driver's side. The temporary permit must be filled out completely and legible; to include the expiration date and time (including a.m. or p.m.) license plate number and state of license plate. Parking permits may not be filled out in pencil. It is suggested you use permanent marker, pen is permissible as long as it is visible through the windshield. Any permit not filled out completely, expired, illegible, altered etc. the vehicle will be subject to immediate towing.

Any visitor parked in residential parking will be subject to immediate towing. Any resident with a permit parked in visitor parking will be subject to immediate towing. Any vehicle with a permit that has been altered will be subject to immediate towing. Any vehicle with a permit that is not registered with the Management Office will be subject to immediate towing. Any vehicle in the parking lot at any time without a permit will be subject to immediate towing. It is up to the resident/owner to notify their guests of all rules regarding parking.

Vehicles that can no longer be operated must be immediately removed from the site. Cars with flat tires must be repaired within 24 hours. Any vehicle with expired plates will be towed.

At no time is it allowed for vehicles to be washed, polished or repaired in the parking area of the complex. Other than battery starting and quick tire changing, all vehicles must be

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repaired off of the grounds, even if this means you must call a tow truck to have the vehicle repaired. No oil changes in the parking areas allowed.

IV. RULES RELATED TO LEASES, TENANTS, AND NON-RESIDENT OWNERS

Any unit Owner that has a tenant must provide a copy of the lease to the Management Office within 24 hours of the tenant moving into the unit. Tenant must sign acknowledgement of reading and understanding the Rules and Regulations, it is the Owner's responsibility to return the signed Rules and Regulations to the Management Company.

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

Every lease shall be in writing, a copy of which must be delivered to the Manager within five (5) days of its signing or by the date of the Unit's occupancy, and shall be subject in all respects to the provisions of the Declaration, By-Laws, and Rules and Regulations of the Association. The Illinois Condominium Property Act permits the Association to file an eviction action against the tenants of any owner who does not provide a copy of a lease to the Board or Management Company in accordance with this paragraph.

Each Owner shall be responsible for filling out all required forms and sending to the management company as required in Exhibits C, D, E, F, and G and providing his or her tenants with copies of the Declaration, By-Laws, and Rules and Regulations. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner as a Common Expense.

If a tenant violates any provision of the Declaration, By-Laws, or Rules and Regulations, the Board, in its discretion, shall determine what action or actions should be taken against the Owner or tenant. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease. Three formal complaints must be submitted before this action can take place. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the responsible Owner as a Common Expense.

Provisions herein that relate to the execution of new leases shall become effective upon the expiration of any lease term that is currently in effect. Any extensions of any lease, currently in effect as of the effective date of these Rules, shall be subject to these Rules. However, the requirements herein are effective immediately. Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of these Rules.

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N. Emergencies

In the event of an emergency, contact the appropriate government entity, the emergency maintenance phone and the Manager.

All Unit Owners are encouraged to supply the Board or Manager with a key to their Unit and required to supply emergency contact information.

If a key is not on file with the Management Office and an owned unit has to be entered, the unit owner will bear all costs associated with the repair of the unit door.

O. Floor Mats

Individual floor mats are allowed in hallway immediately outside an owner's door in the Common Areas.

P. Garbage and Trash

All garbage must be walked out to the dumpster and placed inside of the dumpster. Any items that cannot fit inside of the dumpster must be taken to another dumpster. Anyone found to be placing garbage bags in the hallways and/or stairwells will be subject to fines and penalties to the fullest extent applicable with a minimum fee of \$100.00 per occurrence. This fee will increase with multiple offenses.

All boxes must be broken down and bundled and must fit inside of the dumpster. Any item that cannot fit inside of the dumpster must be hauled away. Dumpster's may not be used for remodeling waste. Any Owner caught using a dumpster for remodeling waste will be fined the maximum amount.

Any Owner or Resident caught not adhering to this rule will be fined the maximum amount allowed by these rules and regulations.

Q. Insurance

All Unit Owners are responsible for obtaining insurance on the contents of said Owner's Unit and for personal liability and for damage to other Units resulting from an act or an appliance in said Owner's Unit. All unit owners must provide proof of insurance on their unit to the Association's management company.

According to the Declaration, Section 3.07, nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Buildings, or contents thereof, applicable for residential use, without the prior written consent of the Board. No unit owners shall permit anything to be done or kept in his unit or in the common elements which will result in the cancellation of insurance on the building or contents thereof, or which would be in violation of any law. Any insurance premiums assessed on a basis reflecting increased charges for coverage on certain Units shall be assessed to such Unit. Only the Board or Managing Agent may file loss claims against the master policy.

R. Landscaping

Any tree, plant, sod or other property damaged or soiled by the neglect or abuse of any Owner, Resident, guest of an Owner or Resident, or pet on the Property shall be replaced, repaired, or cleaned at the expense of the Owner who, or whose pet or guest, is responsible.