

# TANNERON BAY TOWNHOMES CONDOMINIUM ASSOCIATION

## RULES AND REGULATIONS

These revised Rules and Regulations are adopted in accordance with the authority given to the Board of Directors under the Declaration of the Tanneron Bay Townhomes Condominium Association, effective this first day of January, 2013.

These rules are intended to ensure the comfort and security of all residents and their guests. They are intended to help protect the value of all owners' investments in their units by insuring that the Tanneron Bay Townhomes remain a high-quality property. These documents may be amended from time to time to guarantee that these goals are met and the amendment process will be open to Association membership participation.

These Rules and Regulations apply to all individuals on the townhome property including, but not limited to, residents, Unit Owners, guests, the Board, and Association personnel. Those residents and Unit Owners who violate the rules set forth in this document will face appropriate Board action, as further explained in this document.

### **I. DEFINITIONS**

In the event a term is used in these Rules and Regulations which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Declaration, or in the Bylaws, 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.

- A. Abandoned Vehicle** - Any vehicle which is in a state of disrepair rendering it incapable of being driven in its present condition; and which has not been used or moved for at least seven (7) consecutive days; 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.

- B. Association** - Tanneron Bay Townhomes Condominium Association, an Illinois not-for-profit corporation.
- C. Board** - The Board of Directors of the Association.
- D. Bylaws** - The Bylaws of Tanneron Bay Townhomes Condominium Association, as amended from time to time thereafter.
- E. Common Elements** - The Common Elements of the Condominium, including Limited Common Elements and Exclusive Limited Common Elements, as defined in the Declaration.
- F. Common Expense or Assessment** - Any amount which the Board may assess or levy against a Unit, either individually or collectively, including regular monthly assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, Bylaws or the Rules and Regulations.
- G. Declaration** - The Declaration of Condominium Ownership for Tanneron Bay Townhomes Condominium which was recorded in the Office of the Recorder of Deeds of Lake County, Illinois, as amended from time to time thereafter.
- H. 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 Unit Owners, Residents, and other persons on the property.
- I. 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.
- J. Member of the Association** - A Unit Owner.
- K. Non-permitted Vehicles** - All vehicles other than those defined hereafter as Permitted Vehicles or Emergency Vehicles including, but not limited to, trailers, snowmobiles, boats, and campers; or any vehicles without valid state license plates and appropriate municipal vehicle stickers, if required; or any vehicle used for commercial purposes, except those vehicles which if they did not have commercial lettering would be permitted as a Permitted Vehicle.

**L. Owner** - The owner or owners of Unit, as revealed by the public records, including a Contract Seller and excluding a Contract Purchaser, unless expressly provided otherwise by the Declaration or by state law. Where the Owner is a trust, the beneficial owner of the trust and any person having the exclusive power of direction over the trust, shall be deemed to have personal responsibility for the Unit.

**M. Permitted Vehicles**

- 1) Passenger-type non-commercial automobiles, station wagons, vans, SUV's and light trucks in a fully drivable and operable condition and specifically excluding limousines or hearses whether or not used for personal purposes; or
- 2) Lightweight recreational vehicles, excluding travel trailers, 5<sup>th</sup> wheel campers and pop-up campers~~lightweight recreational motor vehicles, excluding campers~~, provided, however, that lightweight recreational vehicles shall have a "B", or "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 lbs.), shall be capable of being driven into a Unit's garage and the garage door closed, and shall be of a design which does not impede entry and exit for a Unit when parked on a Unit's driveway; or
- 3) motorbikes and motorcycles provided that each of the foregoing is registered and licensed to be ridden on public roads and highways.

**N. Property** - All the real property against which the Declaration has been recorded, including any improvements thereon.

**O. Resident** - Any person who resides on the Property, including families of Unit Owners.

**P. Rules and Regulations** - The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board, as amended or supplemented from time to time.

**Q. Unit** - a Dwelling Unit as defined in the Declaration.

## **II. GENERAL RULES**

- A. All rules, regulations, restrictions, and covenants contained in the Declaration and Bylaws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the final section of these Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, the Bylaws, and the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the Bylaws, and the Rules and Regulations, in that order.
- B. These Rules and Regulations are binding on all Unit Owners, Residents, their tenants, and their families and guests as set forth in the Declaration and these Rules and Regulations. Exceptions to these Rules and Regulations may be made only in writing, signed by the Board or its duly authorized agents following a written request by a Unit Owner.

## **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 roofs, siding, patios, decks, windows, doors, sliders, sidewalks, stoops and the like.

Owners shall sSubmit current Alterations, Additions & Replacement form to obtain prior written approval before any work can be performed. Failure to obtain written approval is subject to \$100 fine.

### **B. Antennas/Satellite Dish**

- 1. Generally, no antennas or satellite dishes of any kind may be attached or mounted to any portion of the exterior Property only unless the installation and the location thereof is approved by the Board.
- 2. Satellite Dishes. Any satellite dish installation shall be subject to the following:

- a) The satellite dish shall be installed only on those areas of the property in which an owner has exclusive use or control.
- b) In the event the owner chooses to install the satellite dish on the roof of the owner's unit, it must be installed in such a manner so as to maintain a watertight seal and such that it will not void any roof warranties. No TV/Satellite cabling is allowed to be attached or left hanging on the building exterior and siding. ~~All TV/Satellite cabling must be run within the unit's interior.~~
- c) The unit owner shall be solely responsible for restoring the property to its original condition upon the removal of any satellite dish. If an owner fails to restore the property, the costs incurred by the Association to restore any area that has been damaged by the satellite dish can be charged back to the unit owner's account.

#### **C. Assessments and Collections**

1. All monthly assessments and any special assessments or other lawful charges of the Association are due and payable on the first (1<sup>st</sup>) day of each month. Any payment of the foregoing which is received after the tenth (10<sup>th</sup>) day of the month shall be considered late. All payments received will be applied in such manner as determined by the Board.
2. Any payment in any given month of less than the full amount of all accumulated assessments and other charges which are due or any payment which is made late shall cause the Unit Owner to be subject to a Late Charge of fifty dollars (\$50.00) for that month, which shall be added to and deemed a part of the Unit Owner's Common Expense.
3. Under appropriate circumstances, the Board shall have the authority to credit back any late charge which may have been added to a Unit Owner's account.
4. Unit Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and Bylaws. Once legal action has been commenced, all legal fees and costs will be assessed to the Unit Owner as required by the Declaration and Bylaws.

**D. Awnings or Sunroofs**

No permanent umbrella, awning, sunroof, canopy, or shutter of any type is permitted without prior Board approval. The approval to leave this apparatus (frame only) up year round, will be noted explicitly on the Alterations & Additions form, if approved, and ONLY applies to this item.

**E. Decks and Patios**

1. Unit Owners shall keep decks and patios clean, orderly, and free from clutter.
2. Decks and patios may not be enclosed, altered, or the appearance changed in any way without the prior written consent of the Board.
3. Decks and patios may not be used for storage, other than for seasonal storage of barbecue grills, lawn chairs, and other items usually associated with patios and decks.
4. Clothing, sheets, blankets, laundry, and similar objects shall not be hung out or exposed on decks or patios.
5. Decks and patios must not be used as pet runs.
6. No hot tubs allowed.

**F. Bicycles**

Bicycles ~~shall not be stored on the Common Areas~~ must be stored in the owner's garage.

**G. Homeowner Association Meetings**

Board meetings, except executive sessions as permitted by the Declarations and Bylaws and law, are open to all Unit Owners, who are encouraged to attend. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided as required to all Unit Owners. Except as limited by law, the books and records of the Association are available for the inspection by Unit Owners at reasonable times, provided that reasonable advance notice is provided to the Association and, if required by statute, a proper purpose is given.

## **H. Building Exterior**

1. No items may be attached to the exterior vinyl siding of any building, including flag pole holders, TV/Satellite cabling, garden hose racks, hooks, trellises, lights, flower boxes, fireplace flues, skylights, safety lights and window air conditioners, and security devices such as doorbell cameras and outside security cameras without the prior written approval of the Board of Directors.
2. Security cameras must blend into the existing color scheme (i.e. white on white trim) where affixed to a building exterior, must be wireless, must be fixed with a limited viewing area (no zoom or telephoto lenses) and must be installed to not infringe upon or invade a neighbor's privacy.
3. Security cameras (not to include doorbell cameras) must not have audio or listening capability.
4. Owners seeking approval to install such devices must agree to hold harmless the Association for any damage caused by Association maintenance activity such as painting, power washing, etc. in the common area.

## **I. Common Elements**

1. Storage of any kind is expressly prohibited on or in any Common Element unless the area is expressly designated for such purpose, unless the Board has given prior approval of such storage.
2. All toys, recreation equipment, bicycles, and the like must be removed from the Common Elements by sunset, and shall be stored inside a Unit Owner's home or garage when not in use.
3. Any games or other activity which creates a nuisance, damages any Common Element or Unit, or disrupts the peace is prohibited on or in any portion of the Common Elements or Units.
4. Playground equipment, sandboxes, and kiddie pools are to be stored inside a Unit Owner's home or garage when not in

use. When in use they are ~~only permitted on patios,~~ not allowed overnight on the lawn/grass.

5. Unit Owners may not enclose any portion of the Common Elements or Unit with a fence or other boundaries.
6. 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.

~~7. Bird and/or animal feeders are not allowed on any common elements.~~

#### **J. Damage to Common Property and Building**

Any property which is damaged by the conduct of a Unit Owner or by the Owner's family, , guests will be repaired by the Association and specially assessed to the Owner responsible, or, at the Board's option, may be repaired by the Owner at the Owner's expense. Any determination of whether or not the Owner is responsible is subject to Paragraph X E of these Rules and Regulations.

#### **K. Deliveries**

Deliveries shall be made in such a manner that the delivered material is not stored on the Common Areas.

#### **L. Dryer Vent**

Lint expelled from dryer vents shall be picked up by the Unit Owner periodically to prevent unsightly building up on lawns under vents. Replacement and repairs of the dryer vent is the homeowner's responsibility.

#### **M. Emergencies**

In the event of an emergency, contact the Property Manager and/or the appropriate governmental entity as appropriate. 1) Call 911 in life-critical situation. 2) You may also contact the Lake County Sheriff number to call for non-critical situations is (847) 549-5200.

#### **N. Garages**

1. Except when entering and exiting the garages, it is recommended that garage doors be kept completely closed to

present an attractive appearance to the property, to prevent water pipes from freezing during cold weather, and to prevent animals, bats and insects from entry and for obvious security reasons.

2. No exterior alterations may be made to garage doors.

#### **0. Garbage and Trash**

1. Garbage containers and recycle bins shall not be placed outside for collection any earlier than 5:00 PM of the night prior to pick up.
2. Garbage containers and recycle bins shall not be placed so as to obstruct walkways or driveways.
3. Any litter remaining on the ground after garbage pick-up should be removed the same day of pick-up by the Unit Owner responsible.
4. Garbage bags and containers and recycle bins must be kept indoors at all times other than for pick up.
5. Cardboard boxes should be cut up and flattened before placing on street for collection. Lightweight materials in recycle bins shall be weighted down to prevent them from blowing away on windy days.
6. Homeowners requiring special refuse pickups shall notify management in advance to make arrangements.

#### **P. Insect Control**

Each homeowner is responsible for all interior insect control of their unit.

#### **Q. Insurance**

The Unit Owner is responsible for obtaining condominium insurance on the contents of the Unit, including carpets, cabinets, etc., and insurance for personal liability. The Association's Declaration should be reviewed for insurance requirements. A copy of the Association's insurance policy may be obtained from the Manager.

#### **R. Landscaping**

1. Flowers annuals are the only types of landscaping in flower beds which Residents may plant without obtaining written permission of the Board. Gardens shall not be extended into sodded areas. Flower beds or gardens exclusive to your unit shall be limited to original non-sodded areas. All other planting will be subject to written approval by the Board, and a drawing of suggested additional planting must be submitted to the Board as a pre-condition to the Board's consideration of the request. No Association Common area plantings or edging, including tree rings, allowed without prior approval.
2. Unit Owners shall be responsible for the cost of the care and maintenance of any gardens they plant.
3. Any garden must be planted in such a way so as not to interfere with the functions of any maintenance equipment used for the grass or Common Elements.
4. Once a garden has been planted with Board approval, the Association is no longer responsible for maintenance and replacement of ~~sod~~ plantings in that area.

#### **S. Maintenance Requests**

Maintenance requests shall be submitted to the Management Firm, in writing.

#### **T. Outside Lights**

1. Patio and walkway lights, including Malibu (low voltage) lights are permitted, however, must be installed in the ground flower beds surrounding the homeowner's unit only. Accent lights installed anywhere else but the surrounding flower beds are not allowed. Exterior lights for entry doors and garage doors (other than those originally installed at time of construction), including motion activated lights, are not allowed.
2. The light fixture, when installed, must not be taller than 2 feet, with clear or white bulbs that emit a white light and the housing of each unit must be black, brown, dark bronze, etc. Prior to any installation by the homeowner or any party hired by the homeowner, Board approval must be requested by submitting an Alterations, Additions & Replacement form including a picture of the requested lights.

3. The Unit Owner is responsible for the replacement of all outside light bulbs (colored lights are not acceptable in patio and walkway lights).

~~3-4.~~ Colored light bulbs are not allowed in any exterior lighting (other than seasonal holiday lighting).

Any other solar or low voltage lighting not specifically identified in this section must have prior written approval prior to installation.

#### **U. Seasonal Decorations**

1. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday (weather permitting).
2. Any damage caused by the hanging of decorations shall be repaired by the Unit Owner responsible or the cost of repair will be charged to the Unit Owner by the Association.
3. No decorations which create a safety hazard will be permitted.

#### **V. Security**

If any potential criminal activity is observed, call 911 ~~suspicious activities are observed, notify the police immediately.~~ Write down any vehicle license numbers and physical description of possible involved individuals. ~~you observe.~~

#### **W. Signs and Advertisements**

Advertising signs for business ~~or~~ and commercial activities are prohibited everywhere on the Association property. Political signs, advocacy signs, and signs supporting any political or religious position or group are prohibited. Unit "For Sale" signs are limited to two, one inside a front window and one inside a rear window.

#### **X. Doors and Windows**

- ~~1.~~ All replacement doors and windows must be approved, in writing, by the Board.
- ~~2.1.~~ Storm doors must be white in color, as approved by the Board, and full clear glass view.
- ~~3.2.~~ Doors and windows must be maintained in good repair by the Unit Owner. Once a door or window is installed, maintenance becomes the responsibility of the Unit Owner.
- ~~4.3.~~ All screens are the responsibility of the Owner.
- ~~5.4.~~ Broken windows and/or screens must be repaired immediately by Unit Owner.
- ~~6.5.~~ Temporary window coverings such as sheets, bedspreads, etc. must be removed within a thirty (30) day period after occupancy. Temporary coverings for other purposes require prior approval from the Property Manager. Torn or unsightly window coverings are not permitted.
- ~~7.6.~~ Under no circumstances is any fogging, white washing, etc. to any window or door glass allowed.

#### **Y. Wooster Lake Area and Ponds**

1. Dumping or refuse in any form in or around the lake and/or ponds is not allowed. This includes dumping fish guts and dog feces into the trash container down by the boat dock area.
2. Boaters shall not exceed speeds of fifteen (15) miles per hour or operate their boats in any manner that would jeopardize the safety of others or cause excessive wakes.
3. The use of Wave-Runners or Jet-Skis is expressly prohibited.
4. Parents ~~are requested to~~must caution their children to observe and obey the rules and regulations regarding the use of the lake and/or ponds.
5. Children must be supervised and continuously monitored by an adult Tanneron Bay resident while in the lake and/or ponds areas.
- ~~6.~~ The Association assumes no liability for any accidents occurring in or about the lake and/or ponds.

~~6.~~

7. Feeding of ducks, geese, and ground feeding of other birds is prohibited. Food attracts mice, possum, raccoon, skunks, squirrels, etc.

~~8.~~ **2. Rules regarding Boat Launch Access. Tanneron Bay Boat Regulations**

- a) The combination to the boat launch gate is not to be given out to anyone (that includes friends, relatives, etc.). The combination is exclusively for Tanneron Bay Resident Homeowners who own a townhouse in the Tanneron Bay subdivision only. Any Residents deviating from this rule will be subject to a warning letter and fine, and the gate combination code will be changed.
- b) Combination lock operation, to open the lock, enter the combination and squeeze the shackle inward and the lock will open. To close the lock, squeeze the shackle inward and spin all four number dials to scramble the combination.
- c) Please promptly re-lock the gate after opening/closing.
- d) Homeowners, who launch guest boats with guests, must accompany their guests out on the lake, and the Resident/Owner is responsible for opening and closing the launch gate.
- e) Boating season is generally April-November. Piers are typically put in the lake at the end of March or the beginning of April pending weather and current ice conditions, and removed in the beginning of November.
- f) Association rental slips, the Association has four rental slips which from time to time become available for Residents to rent annually at a cost to be determined by the Board per season for boats up to 14' maximum feet in length. All other boat slips are the property of Tanneron Bay Residents who purchased their slips and own them.
- g) During the Summer season - Boat trailers may be parked inside of the boat house pending available space or on the side of the boat launch road during the summer season for a fee to be set by the Board of Directors.

- h) Inside winter boat storage from time to time becomes available in the boat house and is billed by square foot. Outside winter boat storage, boats on trailers only may be parked over the winter alongside the boat launch road and are billed at a fixed fee. Boat owners utilizing the boat storage anywhere on Tanneron Bay property must provide proof of insurance to Management each season. By storing your boat on Tanneron Bay property, you agree that Tanneron Bay, it's Board of Directors and/or Management are not liable to you or any other party should anything happen to your boat.
- i) Tanneron Bay observes a NO WAKE speed while boating on Wooster Lake. After rain & storm events, boat owners are required to bail the water out of their boats to reduce unwanted mosquito and insect breeding, and help avoid West Nile Virus.
- j) Fishing on Wooster Lake, you are required to carry a current Illinois Fishing License. The IDNR frequently visits Wooster Lake and perform checks for fishing licenses during both the summer and ice fishing seasons.
- k) Boats/water craft are required to have current Illinois boat registration numbers & stickers displayed on boats.
- l) Boats/pontoon boats/water craft not to exceed twenty~~-two~~ feet (~~20'-22'~~) in length, unless pre-authorized by the Board of Directors, are to be tied up to Tanneron Bay Piers only; boats are not allowed to be left on the shoreline.

**NOTE: Total length is determined by the boat/marine craft manufacturer's specifications for each model craft, which does not include the craft rear motor deck and outboard motor, only length of the actual model craft specified by the manufacturer determines true length.**

- m) Canoes/kayaks/small boats/sail boats are to be placed on top of storage rack during the summer season. An annual storage fee for sticker is required. Any association fees are to be paid in full by May 15<sup>th</sup> of each year. No boat storage allowed on any grass surfaces during mowing season.
- n) Power and lighting is provided at the boat docks for charging boat batteries and evening boating.

- o) All boat slips are governed by the Board and Boat Dock Committee. Executed documentation must be provided to the Board, Management and Boat Dock Committee on any change of owners or slip/rental of slips.

#### **IV. DIVISION OF RESPONSIBILITIES, HOMEOWNERS AND ASSOCIATION**

The following table defines the areas for which the Association has responsibility and which are the responsibility of homeowners.

ITEM or ISSUE	TYPE of ELEMENT	DESCRIPTION	RESPONSIBILITY OWNER    ASSOC.		REMARKS
Decks	Limited	Appearance & Wood Replacement	X		Assoc. schedules all deck & staircase wood inspections at one time and is expensed back to appropriate Homeowner. Homeowner may perform improvements and must submit a request for approval prior to work beginning.
Decks	Limited	Maintenance		X	Assoc. schedules all power washing, sanding, staining & painting at one time for curb appeal of community every 4-5 years.
Doors	Limited	Appearance, Maint. & Repair	X		Homeowner responsible for tidiness and repair or replacement of door.
Doors	Limited	Exterior Painting		X	Assoc. schedules with exterior building wood painting every 3-4 years.
Doors (storm)	Limited	Appearance, Maint. & Repair	X		Homeowner may add a storm door. Must be white in color with full view window and submit a request for approval prior to work beginning.
Drainage (Exterior)	Common	Correct problems		X	Assoc. budgets identified work as necessary.
Driveways	Limited	Seal Coating Maintenance		X	Assoc. schedules seal coating at one time for curb appeal of community every 2-3 years.
Driveways	Limited	Asphalt Repairs or Replacement	X		Homeowner responsible for tidiness and repair or replacement of asphalt.
Entrance Stoops	Limited	Appearance, Maint. & Repair	X		Homeowner responsible for tidiness and repair or replacement of concrete.

ITEM or ISSUE	TYPE of ELEMENT	DESCRIPTION	RESPONSIBILITY		REMARKS
			OWNER	ASSOC.	
Exterior Building	Common	Appearance, Maint. & Repair		X	Assoc. schedules wood replacement & painting every 3-4 years.
Flower Beds (Units)	Limited	Appearance, Maint. & Repair		X	Assoc. provides for the spring and fall cleanup of leaves & debris and seasonal weed pulling.
Flower Beds (Units)	Limited	Appearance, Maint. & Repair	X		Homeowner may personalize flower bed area by submitting request for approval prior to work beginning.
Foundation	Common	Correct problems		X	Assoc. budgets identified work as necessary.
Grass Cutting & Shrub Trimming	Common	Appearance, Maint. & Repair		X	Assoc. budgets annually.
Insect Control	Common	Correct problems		X	Budgeted annually for exterior insect issues.
Insect Control	Limited	Correct problems	X		Homeowner responsible for all interior insect issues
Lighting (Exterior Unit)	Limited	Appearance, Maint. & Repair	X		Homeowner responsible for tidiness and function.
Mailbox Stations	Common	Appearance, Maint. & Repair		X	Assoc. schedules with exterior building wood painting every 3-4 years.
Mailboxes	Limited	Keys	X		Homeowner must contact local Postmaster for keys.
Patios	Limited	Appearance, Maint. & Repair	X		Homeowner responsible for tidiness and repair or replacement of concrete.
Roof	Common	Appearance, Maint. & Repair		X	Assoc. responsible for inspection, repair or replacement. Any leaks are Assoc. expense to replace damage up to and including primer paint, drywall, insulation replacement, and sub floor, if necessary.
Sidewalks (Street Side)	Common	Appearance, Maint. & Repair		X	Assoc. responsible for tidiness and repair or replacement of concrete.
Sidewalks (Unit)	Limited	Appearance, Maint. & Repair	X		Homeowner responsible for tidiness and repair or replacement of concrete.
Siding	Common	Appearance, Maint. & Repair		X	Assoc. responsible for inspection, repair or replacement.
Skylights	Limited	Appearance, Maint. & Repair	X		Homeowner responsible for repair or replacement of skylight.
Skylights (exterior)	Limited	Appearance, Maint. & Repair		X	Assoc. responsible for repair or replacement of caulk at roof line.
Snow Removal	Common	Plowing, shoveling		X	Assoc. budgets annually.
Trees	Common	Maint. & Replacement		X	Assoc. budgets annually.
Vents (dryer, stove, bathroom, etc.)	Limited	Maint. & Replacement	X		Homeowner responsible for repair or replacement cost of vents.
Water Spigots	Limited	Maint. & Repair	X		Homeowner responsible for tidiness and function. Assoc. Highly recommends a separate shut off be installed for winter freezing safety.
Windows	Limited	Appearance, Maint. & Repair	X		Homeowner responsible for repair or replacement of window.
Windows (exterior)	Limited	Appearance, Maint. & Repair		X	Assoc. responsible for repair or replacement of caulk.
Wood Trim (exterior)	Common	Appearance, Maint. & Repair		X	Assoc. responsible for inspection, repair or replacement.

**V. RULES REGARDING PETS**

- A) No animals, other than dogs, cats, birds, and fish shall be raised, or kept anywhere on the Property, nor shall any animals be kept, bred, or maintained for any commercial purpose.
- B) All pets must be leashed while outdoors or on any of the Common Elements. No pet shall be allowed to run at large. If it is, it may be deemed stray and the animal control officer may be called to remove it.
- C) No pet may be tethered and left unattended outside on Tanneron Bay property at any time. No tether may be left affixed to unit area when not in use.
- D) Pet owners must clean up after pets immediately, whether on Common Area or the Units and properly dispose of (excluding the public garbage can located by pier area).
- E) No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any common Property or the property of any other Resident.
- F) A Unit 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 Unit Owner responsible as a Common Expense.
- G) Any Unit Owner who has been found to have been guilty of more than two (2) violations of the pet rules of this Section V shall be deemed to be liable for having a pet which causes or creates a nuisance or unreasonable disturbance. Thereafter the Board, after consideration of the facts and circumstances, may elect to order the Unit Owner to have the pet removed permanently from the Property upon ~~three-thirty~~ (30) days' written notice to the owner from the Board or its duly authorized agents. The 30 day notice period shall be utilized for any due process appeal hearing before the Board of Directors.
- H) All pets should be inoculated for rabies, and have tags verifying such inoculations, as required by local ordinance.
- I) In addition to the above rules, the Association adheres to the Lake County Board of Health Ordinance Article X regarding Animal Care and Control.

J) This ordinance allows that: "A maximum of four pets allowed in an individual residence".

J-K) Any dog bite on Tanneron Bay property must be reported to appropriate County or State authorities as required by respective laws as well as property management.

## **VI. VEHICLE REGULATIONS AND ENFORCEMENT**

### **A. Vehicle Regulations**

1. Parking of vehicles is prohibited on the private streets, in cul-de-sacs, or at the end of cul-de-sacs.
2. Parking is not permitted on the Grant Township public streets (Vista Court and Lakeside Drive) between the posted hours of 2:00 am - 6:00 am unless prior approval is obtained from Grant Township. Violations enforced by Lake County Sheriff's Department (847-549-5200).
3. Vehicles may not be parked, maintained, or stored so as to obstruct passage of other vehicles on the Property. All Vehicles shall be parked on the dedicated public streets, unless otherwise posted, or in the Unit's driveway. No parking is permitted on the common driveways.
4. All vehicles are restricted to paved surfaces. There shall be no parking or routes of passage across any other portions of the property, including all lawn areas, walking trails, and sidewalks. Vehicles shall not be parked, maintained, or stored in a manner which interferes with ingress to or egress from a driveway or other portion of the property.
5. Only Permitted Vehicles shall be parked at any given time on the property. Exception to this will be the parking of a boat & trailer in a driveway for a maximum of three (3) days. Should you require additional time, contact Management for direction. Parking shall not obstruct any sidewalks or the entrance to or exit from any Unit. ~~Recreational Vehicles must be stored in enclosed garage areas and shall not be permitted in open areas.~~ Any exceptions require prior Board approval.
6. Permitted Vehicles shall not be parked, maintained, or stored on a driveway or on any other reserved parking for the exclusive use of one Owner without the express

permission of the Owner or Resident having the right to exclusive use, possession, and control of that area.

7. Parking, maintenance, or storage of Non-permitted Vehicles on any portion of the property is expressly prohibited. However, 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 a Resident or the Association.
8. The Board, in its sole discretion may allow parking, maintenance, or storage of other type vehicles by Residents or guests in these areas under such terms and conditions the Board determines. Any such permission shall be in writing, signed by the Board or its duly authorized agents and addressed to the Resident requesting it.
9. Overnight parking in the guest parking spots located behind the Pump House by homeowners is not allowed unless Board approval is received in advance.
- ~~8-10.~~ No commercial vehicles shall be parked on any portion of private or public streets overnight within Tanneron Bay.

## **B. Enforcement**

1. The provisions set forth herein are intended to supplement, but not replace the Policies and Procedures Regarding Enforcement, which are fully applicable to all violations under these Vehicle Regulations.
2. In the event of a violation of these Vehicle Rules, the Board or its duly authorized agents shall send a Notice of Violation to the Unit Owner or shall affix a parking violation notice to the vehicle, or both. Any Parking Violation Notice which is affixed to the vehicle shall contain such information as the Board deems appropriate and shall be in a form approved by the Board. Any parking Violation Notice under these Vehicle Regulations shall also be deemed a Notice of Violation under the Policies and Procedures Regarding Enforcement, and vice-versa, regardless of whether or not both types of notice are sent to the Unit Owner.

3. Any failure to protest a Notice of Violation within 30 days under these rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being assessed to the Unit Owner.
4. In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions:
  - a) Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation and vehicle owner, if known, on a permanent record of violations. All such records of violations shall be kept by the Association in the manner designated by the Board.
  - b) Identify or attempt to identify the Vehicle Owner whose vehicle is causing the violation or whose guest or invitee is causing the violation.
  - c) Notify the local governmental authorities, asking that they issue a citation and remove the vehicle.
5. In addition to the other provisions for enforcement contained herein and in the Policies and Procedures regarding enforcement, the Board shall have authority to tow vehicles which are parked in violation of these rules under the following circumstances:
  - a) When a vehicle has been abandoned, and a notice of such violation was affixed to the vehicle at least seven (7) days earlier, the vehicle may be towed without further notice to the vehicle owner.
  - b) When a vehicle is parked in a manner which presents an immediate danger to the Property or to the health, safety, and welfare of any person thereon, the vehicle may be towed immediately without notice to the vehicle owner.
  - c) When a vehicle is parked in violation of any of these vehicle rules and the owner of the vehicle has been

found guilty of at least two (2) prior violations of any provisions of these Vehicle Rules, the vehicle may be towed immediately upon the occurrence of the third or subsequent violation without notice to the vehicle owner.

- d) During or after any snowfall where there is an accumulation of two (2) inches or more and where a vehicle is parked on the Property in such a manner as to interfere with the plowing or removal of snow, the vehicle shall be deemed to be interfering with ingress and egress of vehicles for emergency purposes and may be towed without notice to the vehicle owner.
  - e) Any time a vehicle is towed pursuant to these Vehicle Rules, all costs and expenses incurred shall be assessed to the vehicle owner. In the event the vehicle owner is a Unit Owner, a guest of a Unit Owner, the costs and expenses may be assessed to the Unit Owner as a Common Expense.
- 6. After receiving notice of a violation or when a Parking Violation Notice has been affixed to an owner's vehicle, the Unit Owner must follow the procedures set forth in the Policies and Procedures Regarding Enforcement, or the violation will be deemed admitted.
  - 7. The Board may designate one or more persons or a committee to send Notices of Violations and to affix parking Violation Notices on vehicles.

#### **C. NOTICES AND AUTHORIZATION TO TOW**

- 1. The Board or its duly authorized agents shall notify the appropriate companies or individuals to remove vehicles. In addition, when any tow is authorized under these rules, the duly authorized agents for the Association shall notify the local police to provide them with the appropriate information concerning the tow and to request their assistance in order to insure that no breach of the peace will occur.
- 2. All towing shall be authorized on an individual basis only; there shall be no general authorization given to

a towing company to tow unauthorized vehicles or vehicles which are parked in violation of these rules.

3. The Board may enter into an agreement with an appropriate company or individual to effect removal of vehicles pursuant to authorization under these Vehicle Rules.

#### **VII. RULES REGARDING CLOSINGS AND TRANSFER OF OWNERSHIP**

- A. In the event of any resale of a Unit, the following rules shall apply.
- B. The Association through the management firm shall provide the required information or documentation to any Unit Owner who requests it. The information shall be provided only:
  1. When requested, in writing, by the Unit Owner or his or her agents, and
  2. When requested at least thirty (30) days in advance of the date it is needed.

The Association may charge a fee for the cost of this service.

- C. As required, the Association shall provide any Unit Owner, upon ten (10) days notice to the Board or its authorized agents, a statement of the account setting forth the amount of any unpaid assessments and other charges due and owing from such owner.
- D. Anytime a Unit is sold or otherwise transferred the prospective owner shall be contacted by the present owner, and requested to supply information essential to the Association's records and efficient functioning. The present owner shall be required to supply the information requested therein at least ten (10) days prior to the closing date. The new owner shall also supply a copy of the signed sales contract as evidence of transfer of ownership. All information supplied by the prospective owner shall be kept confidential and shall be used for Association purposes only. In the event a Unit Owner fails to cooperate with the Board in providing the information requested in this paragraph, the Board may

suspend the rights and privileges of ownership as to that Unit Owner until the requested information is supplied. Furthermore, all costs and expenses of the Board in obtaining the requested information, including attorney's fees, shall be assessed to the account of that Unit Owner as a Common Expense.

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

Subject to the terms of Amendment 14 of the Association's Declarations, leasing of units is not allowed at Tanneron Bay. The Rental Ban Resolution identifies fines from \$500 to \$1,500 for violations of this amendment. Refer to the Rental Ban Resolution for more information.

#### **IX. OTHER ACTIVITIES**

No noxious or offensive activity shall be carried on in the Condominium Property, and nothing shall be done in the Condominium Property, willfully or negligently, which may be or become an annoyance or nuisance to the Owners or occupants of the Units. The excessively loud playing of music, stereo, televisions, radios, and the like, which unreasonably disturb other Unit Owners or occupants shall be considered a violation hereof. Quiet hours for the Association are between 10 pm and 7 am daily.

#### **X. POLICIES AND PROCEDURES REGARDING ENFORCEMENT**

- A. Any complaint which alleges a violation of the Declaration, Bylaws or Rules and Regulations shall be made **in writing** using available complaint form:
- B. When a complaint is made pursuant to the above, the Unit 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 event the alleged violation is not the first violation by the Unit Owner, or in the event 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 Unit Owner's account, if the Unit Owner is found guilty of the violation.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association.

C. If any Unit Owner charged with a violation either believes that no violation has occurred or that he/she has been wrongfully or unjustly charged hereunder, the Unit Owner **must** proceed as follows:

1. Within twenty-one (21) days after the Notice of Violation has been served on the Unit Owner pursuant to the provisions herein, the Unit Owner must submit, in writing to Management, a request for a hearing concerning the violation before the Board.
2. If a Request for a Hearing is filed, the hearing shall be conducted no later than six (6) weeks after delivery of the written request.
3. At any such hearing, the Board 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/her behalf. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote and shall be final and binding on the Unit Owner and the Association.
4. Payment of any assessments, charges, costs, or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board has completed its determination. Notification of the Board's determination shall be made to the Unit Owner, in writing.

D. If no request for a hearing is filed within twenty-one (21) days, the hearing shall be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be

imposed. The Unit Owner shall be notified by the Association of any such determination in the same manner as if a hearing had been conducted by the Board.

- E. If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association, the following shall occur:
1. Written warning with ten (10) days to correct violation.
  2. Additional violations and fines as per Section XI or other adopted resolutions by the Board.
  3. In the event 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 Association will proceed to have the violation corrected, and the Unit Owner will be assessed for the full cost of labor and materials required.

In addition to the foregoing assessment, and in order to encourage Unit 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 may assess any Unit Owner, who forces the Association to correct a violation, with an additional administrative charge of one hundred dollars (\$100.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.

- F. Any Unit Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Unit Owner's account, shall become a special assessment against the Unit and shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Unit.
- G. Time is of the essence of the policy. Notices are deemed served either:
1. By personal delivery at the time of delivery; or

2. by mail following two (2) days after deposit in the United States Mail.

H. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

## **XI. VIOLATIONS AND FINES**

If any Unit Owner is found, after hearing or by default pursuant to Section X C or D hereof, to be guilty of a violation of any of the terms or provisions of the Declaration, the Bylaws or the Rules and Regulations adopted by the Board from time to time, the board will notify such Unit Owner, in writing, and, in addition to the other recourse provided under Section X E, a fine may be imposed against such Unit Owner, which shall be paid with the next payment of maintenance assessments.

Where a fine is imposed, it shall be in the amount of one hundred dollars (\$100.00) for single incidents of violation or the sum of fifty dollars (\$50.00.) per day for a violation of a continuing nature. **A FINE FOR A VIOLATION OF A CONTINUING NATURE 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.** The Board shall determine whether a violation is considered a single incident or of a continuing nature.

The Board may increase or decrease these fines in its discretion at any time in the future.

In the event of any violation of the terms and provisions of the Declaration, the Bylaws or the Rules and Regulations adopted by the Board from time to time, the Board reserves the right to pursue any and all legal or equitable remedies to compel enforcement and compliance and **all costs and expenses** of pursuing any of such remedies, including, but not limited to, reasonable attorney's fees. Any such costs and expenses shall be assessed to the account of the offending homeowner at the time they are incurred and shall be paid with the next installment of maintenance assessments.

