

Rules and Regulations
Lisle Place Condominium Association

Adopted 1/20/2009

Lisle Place Condominium Association
4439 Blackhawk Lane
Lisle, IL 60532

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Introduction:

These Rules and Regulations were adopted on January 20, 2009 in accordance with the authority given to the Board of Directors under the Declaration for Lisle Place Condominium Association (LPCA).

The following Rules and Regulations are intended to ensure the comfort, security, and pride of all residents at Lisle Place, and to ensure that LPCA remains a high quality property, protecting the value of all Owners' investments in their Units. This document may be amended or updated as necessary to ensure that these goals are met. The process will be open to association membership participation and input.

Rules apply to all Residents of Lisle Place, including Owners and lessees, their guests, the Board, Management and association personnel. For purposes of this document, the following terms are defined as:

Board: Lisle Place Condominium Association Board of Directors.

Resident: Primarily the Unit Owner(s), but also includes family, lessees, guests, and/or any other person residing in or visiting the Unit. (Contractors)

Management: The property-managing agent employed by LPCA.

Unit: Individual living quarters and the limited common area pertaining to it.

For these Rules and Regulations to be effective, all Residents must comply with them and should encourage their neighbors to do likewise. Residents who violate these rules face fines and Board action, as explained later in this document. Any reference(s) to period-based (e.g. within 12-month period) fine schedules incorporate the initial date of the first infraction as the start of the period.

Rules and Regulations, as adopted, may be superseded by articles within the reciprocal easement agreement and the recorded Declaration and Bylaws.

1 Move-In/Move- Out Procedures

- 1.1 LPCA management office must be notified in advance of all move-ins and move-outs. Moves made without prior notification will result in a \$200.00 fine.
- 1.2 A \$50.00 non-refundable move in and move out fee, plus a \$50.00 pet fee is required from all owners to be paid to management for carpet cleaning and other repairs needed from rental activity for common areas. If other damage occurs as a result of moving, the unit owner is liable for all costs.
- 1.3 All Real Estate Key lock boxes are to be placed outside on the railings or other appropriate medium, and have appropriate contact information of responsible party displayed and easily visible. Inappropriately posted boxes and/or unidentified boxes will be removed by LPCA at Residents' expense. The Board reserves the right to determine appropriateness of posted boxes.,

2 Unit Owners Responsibilities

- 2.1 It is a Owners responsibility to read the LPCA Declaration and Bylaws, and these Rules and Regulations to fully understand their rights and responsibilities as members and Residents of LPCA. Failure to read these documents does not limit a Owners liability.
- 2.2 If a Owner or Residents' contractors causes damage to common areas or another Unit as a result of misconduct, negligent acts, or failure to act those Owners are responsible for all damages, maintenance, repairs and replacements, and will be subject to fine(s) as determined by the Board.
- 2.3 The Owners are subject to the governing documents of LPCA, including these Rules and Regulations, Owners are responsible for the actions of associated parties and are held accountable for their behavior and actions, and are subject to the hearing and fine-levying processes described in this document.
- 2.4 Renters and Unit Owners are responsible for maintaining appropriate liability and property insurance coverage. A minimum of \$100,000 liability insurance must be maintained. It is the Residents' responsibility to ensure that Management has a current copy of their insurance documentation on file.
- 2.5 Nothing can be done to or kept in any Unit or common elements that would increase the rate of insurance on the building or its contents. (charcoal grills, lighter fluid, gas cans)
- 2.6 An occupancy restriction of two persons per bedroom applies to all Units.
- 2.7 Exterior Unit doors must be 6-panel white metal to comply with village code of Lisle.

3 Sales and Leases

3.1 General

- 3.1.1 All Units for sale or lease must be registered with Management before the Unit goes on the market
- 3.1.2 ONE sign "FOR SALE" or "FOR RENT" may be placed on one lower part of the window of your unit, but NOT in any common element of the buildings, or on any sidewalk located along the perimeters of the buildings. ONLY ONE SIGN PER UNIT IS ALLOWED. Sign size is not to exceed 16x 20.

3.2 Documentation

3.2.1 The Illinois Condominium Property Act requires sellers to provide copies of the Declaration and Bylaws, Rules and Regulations, and other documents to Unit buyers and permits associations to charge reasonable fees for preparing these documents

3.3 Unit Sales

3.3.1 All Open Houses must be registered with Management at least one week in advance. Open House guests are subject to the same Rules and Regulations as are other guests Resident will be held responsible for the actions of their sales prospects.

3.4 Unit Leases

3.4.1 Resident must register lessees with Management before occupying the Unit, (EMERGENCY INFO FORMS)

3.4.2 All Residents leasing Units must use the ABOMA three-part condominium lease and the lease must be for a period of at least one-year and no longer than two-years. A background check is recommended.

3.4.3 A copy of signed leases must be delivered to Management within 10-days of the lease signing. Failure to deliver a signed lease by the date of occupancy will result in a fine.

3.4.4 Residents leasing their Units are responsible for providing a copy of these Rules and Regulations and the Declaration and Bylaws of the Association to the lessees for their reference. Management will provide a copy of these Rules and Regulations upon request for a fee.

3.4.5 Lessees are subject to all Rules and Regulations and provisions of the Declaration as if they were Unit Owners.

3.4.6 Owners leasing their Units are responsible for the actions and/or violations of their tenants

4 Emergency Unit Access

4.1.1 Representatives of the Board or Management are entitled to reasonable access to individual Units in connection with essential safety inspections, maintenance, repairs or replacements to common systems or to address emergencies (per Section 2.09 and 3.02 of the Declaration for LPCA).

4.1.2 Residents are required to leave a set of keys to their Units with Management, to be used only for emergency purposes. In the event that keys are not left with Management and appropriate emergency contact information is not properly registered with Management, when emergency access is necessary, Residents will be responsible for any damage that may occur as a result of the emergency entry.

5 Assessments

5.1 Assessments are due on the first day of each month and subject to a late fee on the 15th day of that month.

5.2 A late fee of \$35.00 will be charged per delinquent month.

5.3 Partial payments are credited first toward unpaid assessments, second toward late fee charges, and finally to any attorney's fees. The remainder of any outstanding balances is considered unpaid assessments. Late fees will be charged to the account per the above rule for each month for which there is an unpaid balance.

5.4 Returned checks will be subject to a fee as determined by the Board.

5.5 **COLLECTION PROCEDURES:** At a point in time determined by the Association, a delinquent account will be referred to an attorney for collection procedures as outlined with the management company and attorney. Any and all legal fees and associated costs will be charged to the delinquent unit. The procedure is subject to change as determined by the Association.

5.6 Residents can not withhold assessment payments for any reason.

6 Pets 45 pound limit

6.1 No animals are to be raised, bred or kept in any Unit or the common elements except for a dog, cat, small bird, small animal, and fish belonging to a Resident. Pet owners must follow all LPCA Rules and Regulations relating to the ownership of pets as explained in this section. All pet animals are those of a breed or variety commonly kept as Household pets in similar buildings and do not, in the judgment of the Board, constitute a nuisance or threat to other Residents.

6.2 Residents must contact Management for written approval prior to housing any pet.

6.3 Pets must be registered with Management and Village of Lisle.

6.4 Pets must be held on a short lead (no longer than six feet) in all common areas of the buildings.

6.5 Residents must immediately clean up after their pets on premise. Residents will be subject to fine, and are responsible for LPCA costs in cleaning up after any pet-related accidents or damage to common areas, including but not limited to carpet, walls, lawn, and shrubbery. Village Ord. 86-1379, 1-20-1986

6.6 Pets will not be left unattended in hallways or any common area. Village Ord. 86-1379, 1-20-1986

6.7 Pets causing unreasonable disturbances to other Resident(s) of the building, creating property damage, injuring an individual, or otherwise constituting a nuisance, are eligible for eviction. Whether or not any suspect pet is creating an unreasonable disturbance or being a nuisance will be determined by the discretion of a quorum vote of the Board. Village Ord. 2007-4098, 3-5-2007

6.8 Residents assume full responsibility and liability for any personal injury or property damage caused by their pet to any Resident or to common elements of the building.

6.9 Only one (1) pet per unit is allowed. See village rule. Ord. 2007-4098, 3-5-2007; section 9-3-10

6.10 **FEEDING OF ANY STRAY ANIMALS IS STRICTLY PROHIBITED!** (ex. cats, squirrels, etc.)

7 Prohibited Furnishings

7.1 Waterbeds and gel beds are not permitted in Units.

7.2 Fossil-burning fuel appliances or accessories not installed in original construction (such as kerosene heaters and portable fireplaces) are prohibited in Units.

- 7.3 The Board must first approve installation of any un-vented fireplace in or outside of Units in writing,
- 7.4 Use of charcoal grills is prohibited indoors, on balcony or in the confines of the garage.
- 7.5 Tiki torches or the like are not permitted on the patios or balconies.
- 7.6 Washers and dryers may not be stored, or used within Units. Violators are subject to fines equal to the unauthorized Unit improvement standards (refer to section 11.3).

8 Waste Disposal

- 8.1 All garbage must be deposited appropriately in containers provided in the trash area. No feminine products are to be flushed in toilet. Appropriate disposal of items will be determined by the discretion of a quorum vote of the Board.
- 8.2 All pet waste, including kitty litter, must be sealed and bagged prior to disposal, no toilet disposal. See fines.
- 8.3 Disposal of items that are fire hazards (flammable materials such as oil-soaked rags, paint, turpentine, wood shavings, etc) must be made by the building maintenance staff. If maintenance is unavailable, hazardous materials should be properly contained within the Unit until maintenance can dispose of them,
- 8.4 No loose debris of any kind is to be placed in the garbage dumpsters. Everything that goes in the dumpster must be enclosed in an appropriate trash sack.
- 8.5 No garbage is to be left on the floor outside of Unit or in any common area at any time.
- 8.6 Residents need to make arrangements with the waste company or Management for a dumpster of their own or have their contractor(s) remove all construction/remodeling debris from the properly. Inappropriate dumping of such items in or around the property and dumpsters will receive a fine per the following schedule and Resident will be responsible to reimburse the Association for related scavenger overage charges at the discretion of the Board:
 - First Offense: \$200
 - Second Offense: \$400
 - Third Offense: \$600 and the offending Resident will be called in front of the Board for review.
- 8.7 Large items (boxes, furniture, etc.) cannot be placed in trash areas. Cardboard boxes must be broken down. Contact Management for removal of heavy household debris and boxes. A charge or fine will be levied for excessive amount of refuse removal.

9 Maintenance of Units

- 9.1 Residents are responsible for proper maintenance of all electrical equipment and appliances within their Units. This includes, but is not limited to, heating and air conditioning units, ductwork, appliances, circuit breakers, toilets and plumbing fixtures, and any other apparatus designed to serve the Unit exclusively regardless of whether it is located outside the boundaries of the Unit.
- 9.2 Only circuit breakers with proper amperage are to be used.
- 9.3 Residents DO NOT OVERLOAD ELECTRICAL OUTLETS or use common electric outlets.
- 9.4 Residents must not use balconies, patio for storage areas. Furniture on a patio or the balconies shall be of a type designed specifically for out door use.
- 9.5 No open flame (candles) are allowed unattended on balconies.

10 Windows/Balconies

- 10.1 Window coverings must have neutral backings No sheets, tarps, or towels may be hung in windows or doors two- weeks after moving into Unit.
- 10.2 "For Rent" or "For Sale" signs are not permitted in windows, on balconies within common areas.
- 10.3 Laundry must not be hung outdoors from any window, balcony, or deck.
- 10.4 Residents are not to shake or store rugs, towels, mops out of windows, balconies, or in common hallways.
- 10.5 Residents are responsible for replacement of all Unit window glass.
- 10.6 Neon and flashing lights viewable from the exterior are prohibited.
- 10.7 Residents are allowed to install plant material around the perimeter of their patios. Residents are responsible for the care and replacement of the plant material.
- 10.8 Residents are responsible for painting their balcony railings as needed and should set up a regular schedule to ensure that they are properly maintained. Residents notified in writing that their balcony railings need to be painted will be given thirty-days to complete. For Residents that do not comply, LPCA will hire a contractor to perform the work and charge the Residents' account. All exposed steel needs to be painted Sherwin Williams Super Paint Foothills (color) oil-based paint.
- 10.9 Decorations are to be removed 30 days after holiday.

11 Remodeling Policies and Procedures

- 11.1 Residents renovating their Unit(s) must follow guidelines set in the Declaration and Bylaws, and LPCA Rules and Regulations
- 11.2 A remodeling permit must be obtained from the City of Lisle if applicable, and a copy submitted to Management.
- 11.3 Remodeling plans must be submitted to Management at least thirty-days before actual work is to begin. Residents must obtain written approval from the Board before starting any projects Such approval will not be unreasonably withheld. Approvals are needed for, but are not limited to, the following:
 - Changes to plumbing systems (relocating plumbing lines or fixtures)

- Changes to electrical systems.
 - Demolition and/or reconstruction of interior walls.
 - Removal and/or replacement of flooring materials (excluding carpets).
 - Projects potentially affecting the structural integrity of the building, sprinkler/fire safety system, utilities, etc.
- 11.4 The Board may require Residents who remodel without prior Board permission to remove the addition, alteration, or improvement and restore the property to its original condition, at the Residents' expense. If the Resident fails to do so, the Board may require such work to be done and charge the Resident for it. The Board may also assess daily fines up to \$50 against Resident(s) until the violation has been corrected.
- 11.5 Unauthorized structural remodeling work will result in a \$100 fine plus damages. The Board may also assess daily fines up to \$50 against Residents) until the violation has been corrected and the Unit is restored to its original state.
- 11.6 See 8.6
- 11.7 For projects involving a contractor, prior to remodeling Residents must obtain from the contractor and submit to Management:
- A signed copy of a remodeling contract
 - Drawings
 - Contractor's certificate of liability insurance naming LPCA, Management, and applicable Resident as an additional insured party and proof of workers compensation insurance
 - A copy of any applicable remodeling permit(s), issued by the City of Lisle
- 11.8 "Do-it-yourselfers" must register proof of appropriate homeowner's insurance coverage (refer to section 2-4).
- 11.9 Construction is permitted between the hours of 8am and 9pm for Residents and 8am and 5pm for contractors on weekdays, and 10am and 6pm on weekends. Residents must notify Management of proposed construction dates, material, deliveries, etc.
- 11.10 Remodeling and/or renovation work must comply with all building, health, and safety codes. LPCA approval of remodeling plans or actual work does not mean the work complies with such codes.
- 11.11 Management reserves and retains the right to inspect work and compliance with remodeling while the work is underway, and after completion.
- 11.12 Residents and their contractors must protect hallway walls and floors of the common areas during construction/renovation. Protective items (drop cloths, floor cloths, etc.) must be removed at the end of the workday, each day.
- 11.13 Any damage to LPCA common element(s) or to other Unit(s) in the building caused by work being done is repaired at the expense of the Resident or representative of such causing the damage.
- 11.14 Installation of wood, ceramic tile, or other hard surface flooring must include under-laying sound-absorbent material approved by the Board. (quiet walk) The required minimum noise transmission barrier required is 50 decibels.
- 11.15 Removal of construction debris, discarded carpeting, or flooring from the building is the responsibility of the contractor and/or Resident. The Resident will be charged for cleaning of the common areas and additional scavenger expenses necessitated by such remodeling clean up.
- 11.16 Only authorized antenna contractors and the telephone company can relocate television outlets and telephone hook-ups. Residents or other contractors are prohibited from performing such activity. Unauthorized work by Resident/contractor on telephone or other utility lines not expressly approved by the Board will result in a \$100 fine plus damages.
- 11.17 Residents must provide the Board with certification from a licensed architect or structural engineer that the remodeling conforms to all applicable government laws, statues, ordinances, codes, rules, and regulations and will not cause any structural impairments to the building or its systems.
- 11.18 Residents must inform contractors of proper conduct in the common areas of the building, which includes not driving on the lawns, not parking in the front drive, appropriate disposal, etc. Contractor vehicles must be parked in the visitor parking only. The Resident will be charged for cleaning and/or repairing of the common areas necessitated by misuse or negligence.

12 **Common Hallways and Stairs**

- 12.1 LPCA and the Village of Lisle Fire Department Regulations prohibit the storage and placement of furniture, art objects, bicycles, sleds, buggies, carts, doormats, galoshes, shoes, and other personal property in common hallways or stairwells.
- 12.2 Residents are not to block hallways and stairwells for any reason.
- 12.3 Stairwells, hallways, and common areas are not to be used for loitering, smoking, etc. These are fire exits and must be kept clear of people and obstructions at all times.
- 12.4 No decorative materials or electrical fixtures of any kind are permitted on common corridor walls, the only exceptions are notices placed by the fire department notices or items placed by Management, or notices and/or items placed with written Board approval.
- 12.5 Residents should not use cellophane tape or stickers on their outer doors.
- 12.6 Residents should not put business/commercial or personal signs or slogans on their doors without written Board approval
- 12.7 Residents must not use common hallways as pet runs or play areas. Ord.2007-4098, 3-5-2007
- 12.8 Association personnel will remove all newspapers or similar deliveries left in front of Unit doors, or at the

- building entryway, for more than two-days.
- 12.9 Residential entry doors cannot be repainted without prior written authorization from the Board.
- 12.10 Lockers are assigned to units. Please ask management and remember your locker number.
- 12.10b Pets are not permitted in the common areas except for going into or out of the building and must be accompanied at all times by their owner or appropriate caretaker.
- 12.11 Lighting up or smoking of cigars, cigarettes, pipes, etc. is not permitted in any common area, including garages.
- 12.12 Signs may not be hung in Unit windows or common elements with the exception of designated locations specified by the Board. See rule 3.12
- 12.13 Bikes, wheeled toys, roller blades/skates and skateboards should not be ridden through the common areas
- 12.14 Bikes must be stored within a Unit, at a bicycle rack, or inside a garage unit.

13 Laundry Rooms

- 13.1 No bicycles are to be placed in the laundry area.
- 13.2 Social gatherings or loitering is prohibited in the laundry room(s)
- 13.3 Laundry is permitted at any time with exception to those laundry facilities that list/post specific time restrictions.
- 13.4 Lint traps on all dryers are to be emptied/cleaned after each use. Over abundance of lint can lead to fires and therefore are a danger to us all.

14 Other Common Areas

- 14.1 Common areas are for the enjoyment of all. No personal property may be placed within the common areas.
- 14.2 No placing of permanent or semi-permanent structures is allowed in the common areas of the building. This includes but is not limited to jungle gyms, swing sets, and the like.
- 14.3 No modifications can be made to the common area without the express written approval of the Board.
- 14.4 Exit or entrance to and from the building should be done via the hallway to the front door or the back door. Continuous use of the patio doors for all entry and exit from the building causes erosion of the lawn surface and looks unsightly.

15 Building Security

- 15.1 Residents, Management, and Association personnel are all responsible for maintaining the security of the building. Residents should first notify the police and then Management of suspicious activities or persons in or around the buildings.
- 15.2 Residents must approve entry into the building of all guests and delivery persons via the intercom entry system or in person.
- 15.3 Residents must ensure that all building doors are closed and locked at all times. Do not leave security doors open.
- 15.4 Residents are prohibited from tampering with security devices for any reason. Resident will be held responsible for repair and/or replacement cost(s) as applicable.
- 15.5 Residents are prohibited from tampering with or adjusting equipment serving common areas.

16 Parking/Garage

- 16.1 All vehicles must be parked in one parking space and fit in the parking space comfortably. No vehicle may extend beyond the ends of the painted lines that define the parking space, by more than 12 inches. No vehicles or motorcycles are allowed on sidewalks, fire lanes or no parking zones. Motorcycles are not allowed to park overnight December 1st to March 15th. Vehicles impeding access to garbage removal or violating a handicapped parking space are subject to immediate tow.
- 16.2 The only vehicles allowed to park on the property are passenger vehicles that belong to residents registered with the property manager. Boats, RV's, busses and extended limos are not allowed. No overnight parking of vehicles with equipment attached to the exterior of the vehicle. Registration is the emergency information form unit owners submit to the property manager with vehicles listed on them and leases landlords submit to the property manager with residents and vehicles listed on them. The maximum number of vehicles allowed for each unit is one per bedroom plus one more. All unregistered vehicles are subject to immediate tow.
- 16.3 No mobile storage parking will be permitted unless the Board is properly notified within seven (7) days of moving. Movable storage units (such as PODS etc.) brought to the property for moving purposes or short term storage shall not be left in the parking lot longer than 48 hours. Management must be notified at least one week

prior to the arrival of the unit and a certificate of insurance must be supplied one week prior to arrival of the storage unit. The Association or Management assumes no liability for any damage done to the unit or contents of the unit. Insuring the contents and unit is the Unit Owner's responsibility.

- 16.4 Drivers of vehicles on the property cannot attract attention except for using the horn for safety reasons. Residents and guests cannot use car horns to call people to them. Alarm systems cannot cause nuisance alarm trips and disturb residents. Music cannot be emitted from vehicles at a volume that attracts attention or causes a disturbance. Vehicles with non-standard exhaust sound must accelerate slowly so as to not attract attention or cause a disturbance. Speed of vehicles must not exceed the posted limit. Upon the third sound violation from a vehicle, it can be towed and permanently banned from the property.
- 16.5 Any vehicle that remains unmoved for more than 7 days (168 hours) on the property is subject to tow, unless special permission is granted by management. Unmoved is defined as not having been driven off the property during the above referenced time frame.
- 16.6 Any vehicle missing a trunk lid, engine hood, engine, door, fender, wheel, or another major vehicle part for the duration of more than 3 days (72 hours) is subject to tow unless special permission is granted by management.
- 16.7 Any vehicle with major damage to the trunk lid, engine hood, engine, doors, fenders, windows, wheels, or other vehicle parts for the duration of more than 7 days (168 hours) is subject to tow unless special permission is granted by management. Damage is defined as, but not limited to; tears, dents, holes, or unsecured and or hanging materials and or parts of the vehicle.
- 16.8 Any vehicle with shattered or cracked glass for the duration of more than 3 days (72 hours) is subject to tow. Any glass on the ground near or around the vehicle will be the responsibility of the vehicle owner to clean and remove.
- 16.9 Any vehicle leaking oil or gas is subject to immediate tow.
- 16.10 Vehicle repairs and maintenance are not permitted on the property. Emergency repairs and minor maintenance can be waived by the board if it is done quietly, infrequently and with cleanliness. Litter, stains and damage to the Common Elements by an owner, tenant or guest shall be paid for by the unit owner.
- 16.11 At no time will inoperable vehicles be allowed in any parking lot. Vehicles which are in a state of disrepair rendering it incapable of being driven (legally or otherwise) in its present condition; or which does not have a current, valid vehicle license plate and municipal vehicle sticker and association parking sticker (after the association requires parking stickers) shall be towed by the Association at the owner's expense.
- 16.12 Any vehicle with a flat tire or undersized temporary tire for the duration of more than 3 days (72 hours) is subject to tow.
- 16.13 Parking/vehicle violations are subject to immediate tow and/or fine

Garages

- 16.14 Garage doors are to remain closed at all times, unless supervised by the Resident or appropriate representative of such.
- 16.15 Any garage door that is damaged by a Resident will be repaired by LPCA and charged back to the offending Resident.
- 16.16 If the garage door is damaged by an Association contractor, the Unit Owner must contact Management in writing within 24-hours of the event.

17 General Nuisance

- 17.1 Residents must avoid making excessive noise that disturbs their neighbors. After 9 PM weekdays, 10PM weekends. Excessive noise will be determined by the discretion of a quorum vote of the Board
- 17.2 Other nuisance violations deemed to be acceptable complaints by the discretion of a quorum vote of the Board will be subject to fine(s)
- 17.3 Residents' parties and other social events must be confined to their Unit(s). It is a violation to allow guests to use stairwells, common areas, or common hallways for smoking, as adjunct party rooms, etc.
- 17.4 Use of noisy appliances, such as dishwashers, vacuums, whirlpool bathtubs, etc., is restricted to the hours of 7am and 9pm.

18 Solicitation

- 18.1 Door-to-door solicitation is prohibited.
- 18.2 Vendors are prohibited to deliver flyers, menus, notices, etc. under Unit doors.

19 Satellites/Cable/Antenna

- 19.1 LPCA has satellite dish service provided by an exclusive supplier. LPCA must approve installation of satellite dishes by Resident in writing.
- 19.2 A security deposit of \$300 is required before any satellite dish may be approved for installation and installed.
- 19.3 Only one point of entry (one hole), per Unit, may be established for satellite dish cable line(s)
- 19.4 All satellite dish cables must run inside of wire loom affixed to side of building.
- 19.5 Only licensed installation companies may install satellite dishes on LPCA premises. Proof of insurance must be registered with Management prior to installation.
- 19.6 Unauthorized hook-up to any master antenna, satellite dish, or cable system will result in a \$100 dollar fine plus damages.

20 Fines (Levied as follows with exception to those otherwise specifically slated)

- 20.1 **First Offense:** Upon a written finding of a violation, as deemed reasonable by management, offending Resident(s) receive written warning from Management. If the damage to common areas or other Unit(s) was incurred by the rule infraction, the Resident is responsible for costs related to replacement/repair.
- 20.2 **Second Offense:** Upon a written finding of a second violation of any rule, offending Resident(s) are fined \$50.00. However, if damage to common areas or other Unit(s) was incurred because of a rule infraction, Resident is responsible for costs related to replacement/repair and legal fees.
- 20.3 **Third Offense:** Upon a written finding of a third violation of any rule, offending Resident(s) are fined \$100.00 and possible legal action. However, if damage to common areas or other Unit(s) was incurred because of a rule infraction, Resident is responsible for costs related to replacement/repair and legal fees.
- 20.4 **Fourth Offense:** Upon a written finding of a fourth violation of any rule, offending Resident(s) will be subject to a mandatory attendance Board Hearing. Offending Resident(s) will be fined a minimum of \$250.00 and will be responsible for costs related to replacement and/or repair and legal fees.
- 20.5 In case of a flagrant violation, as determined by the Board and defined as any action or non-action which caused or risks the safety, health and welfare of the Association or its members or guests, the Board reserves the right to issue a \$250.00 fine for the first violation without prior warning and subsequent fines of \$500.00 and \$1000.00 in addition to all legal fees incurred by the Association as a result of the violations.
- 20.6 The Board reserves the right to charge per diem fines of \$25 each day a violation continues, except where noted otherwise.

21 Rules Violation Hearing Process

- 21.1 If someone is believed to be in violation of any of the provisions of the Declaration and Bylaws, or Rules and Regulations, a signed, written complaint must be submitted by a Unit Owner and should be sent to Management or the Board.
- 21.2 Resident(s) charged with violation(s) are given written notice of the complaint, and may dispute the violation in writing within thirty days of the violation report date. The violation remains in effect and applicable fines due until the time that the Board may review the violation and written response. In the case that the Board overrules the violation, any fines and charges paid in accordance with the specific violation will be refunded to the Resident or credited to the Residents' account.
- 21.3 Resident(s) charged with violation(s) and in receipt of the written notice of the complaint may request or be required a Board Hearing. Charged Resident(s) will receive a written notice which will inform them of a time and place at which the Board or its authorized committee will conduct a hearing to review the complaint and defense, and collect the facts. At that time, those charged will have the opportunity to present their case. All hearings will proceed with or without the presence of the accused Resident(s), so long as notice has been sent at least 14-days in advance. Findings of the hearing will be submitted to the Board for disposition at its next regularly scheduled meeting. Residents charged may request an alternate date if personal circumstances prevent their attendance. However, this provision may be enacted only once.

- 21.4 Management will notify Residents found guilty of the violation in writing, and a fine may be charged to the applicable Resident. The fine will be billed and collected with monthly assessments.
- 21.5 In the event of any violation of Association Rules and Regulations, or Declaration and Bylaws, the Board reserves the right to pursue all legal remedies to compel legal and equitable enforcement. All costs and attorneys' fees are assessed to the account of the offending Resident.