

Whispering Point Center Condominium Association

Rules and Regulations

9/11/25

The Association comprises 37 condominiums and maintains the exterior of the units, including the roofing, siding, driveways, parking lots and landscaping.

The Board of Directors has hired a management company, Foster Premier. The management company oversees both the day-to-day financial business of the complex and oversees the conduct and performance of all maintenance and services contracted for and paid through your Association. The management company is your primary source of information and communication of Association related issues and concerns.

For emergency repairs, questions and complaints please contact the management company. If you feel it is necessary to address the Board of Directors, please do so by either attending one of the scheduled meetings or by sending a letter addressed to the Board in care of Foster Premier, Tracy Hiller, 750 W Lake Cook Rd, Suite 190, Buffalo Grove, IL 60089.

It is recommended that owners and tenants thoroughly review their copies of the Whispering Point Center Condominium Association Declarations and By-Laws for additional information regarding rights and responsibilities of ownership. Each new owner shall be provided a copy of the Declarations and By-Laws from the previous owner. Replacement copies can be obtained from the management company for an additional fee.

For the benefit of building and maintaining harmony among all our owners, it is necessary to clearly identify Association policy, its responsibilities and those of the owners/tenants while residing at Whispering Point Center Condominium Association. We hope you will find this booklet helpful and informative towards achieving that goal.

Sincerely,

The Board of Directors

Whispering Point Center Condominium Association Condominium Association

Rules and Regulations

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Chapter 1 - Administration

Board of Directors: Whispering Point Center Condominium Association is a corporation formed under the Illinois Not for Profit Act. Every corporation requires that a Board of Directors be formed. It is a limited “government” designed to protect the investment you have made in your unit. It accomplishes this by establishing standards for the community and by requiring all members and their tenants and/or guests to adhere to these standards. The Board is obligated by law to adhere to the requirements of the Declarations of Condominium Ownership that are recorded with the McHenry County Recorder as a legal restriction on the title of each of our units. Also applicable are the Association’s By-Laws, the requirements of the Illinois Condominium Act and the Not-for-Profit Act of the State of Illinois.

The Board of Directors is composed of five owners who are elected by the Owners at the Annual Owners Meeting held each year. The board of Directors, once elected by the Owners, then elects the officers: President, Treasurer, Secretary and two Directors.

The Board of Directors has the following responsibilities:

- Conduct and document Quarterly Board meetings, unless otherwise needed.
- Conduct quarterly inspections of the buildings and common grounds;
- Selection and approval of contract services.
- Appoint special committees, as needed to further the interests of the Association.
- Assure conformance with the architectural guidelines.
- Address specific Owner’s requests.
- Assure compliance with covenants, restrictions, and regulations.
- Collect and allocate Owner’s assessments.
- Maintain adequate reserve funding.
- Prepare the corporate tax returns.
- Arrange for independent financial reviews of the corporation financial records.
- Prepare annual budgets.
- Approve payments for contracted services.
- Hold an annual Association meeting and the election of officers; and
- Maintain and improve the value and appearance of the Association.

Annual Meeting: The Association’s Annual Meeting and election is held in November.

Each year either two or three Directors terms expire. All unit owners who are current with their assessments are eligible to serve on the Board. Per the Association's Bylaw's, the members receiving the highest number of votes will each serve a two-year term. Attendance at the Annual Meeting is restricted to unit owners only.

Additional Meetings: The Association has an open Board of Directors Meeting on a regular schedule. The time and location of the quarterly meetings is 4314 W Crystal Lake Rd, Suite F, McHenry, IL. Attendance at board meetings is restricted to unit owners only; tenants are not allowed.

Board Minutes: The proceedings at all Board meetings are kept in the form of minutes by the Secretary. These minutes are available for all Association members to review at each Board Meeting. The minutes are available from the Management Company.

Management Agent: The management agent reports directly to the Board of Directors and is responsible for the day-to-day management of the affairs of the Association.

This agent has been selected by the Board of Directors to offer professional guidance in the selection of contractors, handling owners' correspondence and complaints, regular on-site inspections, enforcement of the Rules and Regulations, accounting and record keeping of assessment payments, investment of funds, insurance procurement, liaison with Association's appointed attorney and attendance at the Association meetings to report on the status and conditions of the Association's business.

The agent should be contacted by phone or in writing if a unit owner has a problem, questions, or complaint with regard to any of the above noted areas. The Board of Directors is informed of all such contact. Decisions are made at each Board meeting and the best course of action is then decided. Emergencies are managed as quickly as possible. Contact can be made twenty-four hours a day, if an emergency deems it necessary.

Foster Premier

c/o Tracy Hiller

750 W. Lake Cook Rd, Suite 190

Buffalo Grove, IL 60089

Phone: 847-459-1222

E-mail: thiller@fosterpremier.com

Owner Information Form: When moving into Whispering Point Center Condominium Association or when recent changes have been made that should be reported to the property manager, owners will be required to complete the owner's information form which is needed to communicate with the owner/tenant in a timely manner. Owners are required to complete the form, including names of all tenants, telephone (unit and cell) numbers, emergency contact names and telephone numbers and return it to the management office within fifteen (15) days of being requested.

Chapter 2 - Architectural Standards

1. General: All alterations to the exterior of a unit, including the Common Elements, must receive prior written approval from the Board of Directors. No work may begin until written Board approval has been granted. This includes:
 - a. landscaping improvements, satellite dish installations, etc. In addition, structural changes affecting the interior walls, floor, and attic, wiring, plumbing or ventilation systems must be pre-approved.
2. Administrative Procedure: Owners seeking approval must submit their request in writing (See Exhibit F) and include a completed Responsibility Waiver (Exhibit G). This request should be forwarded to the management company.
 - a. If the request is routine and complies with the Architectural Standards the management company will approve it, and the owner will be notified in writing of the approval. If the request is not routine, the owner will be notified and the Board of Directors at its next scheduled meeting will consider the application.
3. Enforcement: The management company will serve notice to an owner who is not in compliance with the Architectural Standards. This includes failure to obtain written permission prior to any work. The City of McHenry may also enforce village ordinances. Unauthorized architectural modifications are subject to fines and those units may need to be returned to the original condition at the owner's expense.
4. Permits: Depending on the nature of the modification, building permits may be required by The City of McHenry. Owners are responsible for obtaining the proper permits.
5. Restrictions: No modification can be made to any drainage swale that would interfere with its intended design.
6. Heating/Air Conditioners: Heat/air conditioning units are installed in each unit.
 - a. Additional window air conditioners are not permitted. Maintenance is a
 - b. Owner's responsibility. Outside winter covers may not be installed on the exterior of the unit at any time. This must be done from the inside of the unit.
7. Satellite Dishes and Antennas: Satellite dishes and antennas are not
 - a. permitted if they are visible anywhere from the Common Elements except as provided in Chapter 12.
8. Bedding Areas: The bedding areas that surround each building are considered Common Elements and may not be landscaped without prior approval of the Association. An Architectural Landscape Request (Exhibit F) is required to be approved by the Board of Directors before any change may be made.
9. Unit Doors: Each unit door is defined as a limited common element.
 - a. The Association will paint the outside surface of the door. Unit owner is responsible to: maintain, conform and replace as needed, the door and lockset.
10. Hoses: No water hoses are to be used outside the condominium unit without prior approval from Foster Premier. Garden hoses must be stored neatly and cannot be draped over any bushes, shrubs, or the like.

11. Landscaping: Owners may not install additional landscaping in the Common Elements at their own expense without written permission from the Association prior to any planting in the Common Element. (See Exhibit F)
12. Lights: Malibu lights are not allowed to illuminate front walks and patio areas. In ground spotlights are not allowed.
13. Mailboxes: The Association will maintain the mailboxes. However, each owner is responsible for the key to their mailbox.
14. Birdhouses and Bird Feeders: All bird feeders and houses are prohibited, except those placed by the association around ponds, etc.
15. Ornaments: Lawn ornaments and decorations such as wind chimes are not permitted in the Common elements. Small ornaments are permitted in the bedding areas next to the patio. The Board reserves the right to determine the suitability of any ornament.
16. Structural Modification: Nothing may be done which will impair the structural integrity of any building or which would structurally change the building.
17. Windows: No material shall be used as a window or door covering that is not commercially considered to be a curtain, drapery, shade, shutter or blind. The covering should be white, light beige, or a natural wood as viewed from the outside and be clean, neatly hung and in undamaged condition.
 - a. Temporary coverings may be used for a maximum of eight (8) weeks after first moving into a unit. It is the unit owner's responsibility to have all screens and windows in working order.
18. Decorations: Seasonal decorations and hardware or lighting may be installed no earlier than one (1) month prior to the holiday and must be removed with one (1) month after the holiday, weather permitting. No hardware is allowed to be attached to the siding or brick of any building. Any holes made in wood trim from installing hardware must be filled and painted when the hardware is removed. Any damage caused by the installation of seasonal decorations that the Owner fails to repair will be repaired by the Association and charged to the Owner.
19. Flags: Holiday, seasonal and American flags are permitted, subject to approval by the Board of Directors. The flags must be kept in good condition and may not be faded, torn, or hung improperly to their fastening or display.

Chapter 3 - Assessment Policy

1. General: The Association is funded by an annual assessment that is required to be paid by each member. This assessment is paid in twelve (12) monthly installments throughout the year provided payments are made in a timely manner. Payments received will be applied to the oldest outstanding balance.
2. Due Date: The monthly installments are due on the first (1st) of each month. Installments will be considered paid on time if they are received by the fifteenth (15th) of the month in the management office or depository or postmarked by the thirteenth (13th) of the month.
3. Late Charge: A late charge of twenty-five (\$25.00) dollars will be assessed to account if there is an unpaid balance after fifteenth (15th) of each month. This unpaid balance may include assessments, previous late charges, fines, and other amounts due to the Association under the By-

Laws and rules that have not been paid. Late charges will not be made against previously unpaid late fees.

4. Acceleration of Assessments: If any monthly installment is not paid within sixty (60) days after it is due, the Board has the authority within five (5) days written notice, to accelerate all the remaining installments for the year and require the total amount to become payable and due.

5. Returned Check Charge: If any check written to the Association is returned by the bank for any reason, a thirty-five (\$35.00) dollar NSF administrative fee, in addition to a late fee will be assessed directly against the owner's account. After the second (2nd) offense within a twelve (12) month period, only cash or certified funds will be accepted.

6. Collection: The Association reserves the right to initiate collection proceedings at such times as the Board deems appropriate against an owner, which is thirty (30) days or more delinquent. All court costs, related attorney fees, administrative and related costs associated with the collection process will be charged against the owner's account.

7. Violations: Any fines assessed by the Board for violations of the Declarations, By-Laws or the Rules and Regulations must be paid within thirty (30) days from the date the Owner is advised by the Board of their decision. Failure to make the payment for violations on time shall subject the Owners to all the legal or equitable remedies necessary for the collection thereof. All charges shall become a special assessment against the unit and shall be collectable as a common expense in the same manner as a regular special assessment against the title of the unit.

8. Special Assessments: From time to time the Association may levy special assessments. All the above requirements also apply to special assessments.

Chapter 4 - Enforcement of Rules

1. Declaration Provisions: The Association, management agent or any owner shall have the right to enforce, by the proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declarations, By-Laws, and Rules and Regulations. Failure to enforce any Covenant, Restriction, By-Law, or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.

2. Fine System: A violation of any Covenant, Condition, Restriction or Rule shall be subject to a fine and revocation of privileges until the fine is paid and the violation is corrected or as stated in Chapter 13. Any offense not corrected within the required time frame will be considered "an additional" offense and will be handled as set forth in the schedule below. If any assessed fines are not paid when an owner requests the required assessment letter prior to a sale or refinancing, such a letter will not be given until the fines are paid.

The following is the fine schedule:

- 1st offense Warning letter and seven (7) days to correct.

- 2nd repeat/uncorrected offense \$150 per occurrence/disturbance.
- 3rd Repeat/uncorrected offense \$200 per occurrence/disturbance.
- Subsequent repeat/uncorrected \$350 per occurrence/disturbance plus offense legal action.
- The right to modify such fines, penalties and charges shall be the discretion of the Board. The Board reserves the right to add additional costs for the repair of damaged property or goods due to the violation(s).

3. Procedural Rules: If an owner is accused of an alleged violation of any of the provisions of the Declarations, By-Laws and/or Rules of the Associations, the following shall occur:

A. The owner shall receive a written warning letter identifying a violation and requesting compliance with the identified rule. The notice will be sent via First Class Mail, and may be issued by the Property Manager or the Association's attorney.

B. If a second violation has occurred, an "Intent to Fine" form like "Exhibit D" will be issued by the management office. If the owner feels that the violation has been wrongfully or unjustly charged, a written protest must be filed with the management company requesting a Hearing with the Board of Directors. The protest must be in writing, and it must be received by the Association within fourteen (14) days after the date of the "Intent to Fine";

C. Should no protest be filed within this time frame, the allegations of the "Intent to Fine" shall be considered true and taken as if confessed.

D. Should a protest be filed, a Hearing on the matter shall be scheduled with the Board of Directors no later than eight (8) weeks after receipt of the written protest. Notice of the date, time and location of the Hearing will be sent via First Class Mail.

E. At the Hearing, the Board shall hear and consider arguments, evidence, or statements regarding the alleged violation. After a full hearing, the Board shall state its determination. The decision of the Board's determination will be mailed to the owner on a "Notice of Determination" form like "Exhibit E"; and

G. Payment of any fines assessed under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time. Notices are deemed made when deposited in the US mail, postage prepaid to the owner. Owners are responsible for violations and fines caused by their tenants, relatives, and guests.

4. Payment of Fines: Any owner fined under this policy shall pay all charges within thirty (30) days of the notification that such charges are due. Failure to make the payment within this time shall subject the owner to all the legal or equitable remedies necessary for the collection of the same, including Forcible Entry and Detainer. All subsequently received payments will first be applied to the oldest balance unpaid as of receipt.

5. Repeat Offenses: Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action including injunctive relief, Forcible Entry and Detainer and/or filing a lien. All reasonable attorney's fees and costs incurred will be charged back to the owner's account. This is not intended to limit in any way the Association's rights under the Declarations to resort to any such remedies in the case of a single or non-continuing violation.

6. Additional Demands: Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Illinois Not for Profit Act, the Declarations and By-Laws, the Rules and Regulations of the Association and the Illinois Condominium Act.

7. Additional Action: The remedies in this policy are not exclusive and the Board may, in addition, take any action provided in the Declarations and By Laws to prevent or eliminate violation thereof or of the Rules and Regulations. The Board does not undertake any responsibility to take corrective action. However, the Board, in its sole discretion has the authority to remove or correct any violation, upon delivery or posting of notice, in an emergency that poses the potential for damage to persons or property. Any costs for correcting such violations will be charged to the owner.

8. Owner's Document: At the closing of the purchase of a unit, each owner was provided with one copy of the Declarations of Condominium Ownership and the By-Laws. The Rules and Regulations are provided by your Association. Additional copies may be purchased from the management agent at an additional cost. It is the responsibility of the owner who leases their unit to ensure their tenants have a copy of these documents also.

9. Declarations and By-Laws: Rules, regulations, restrictions, and covenants contained in the Declarations and the By-Laws are incorporated as part of these Rules and Regulations and are subject to enforcement in accordance with this policy.

Chapter 5 - Garbage Collection

1. General: Garbage collection is contracted by the Association.

2. Responsibility: Each owner is responsible for conforming to the requirements of the refuse hauler.

3. Placement: Garbage may not be placed outside the trash container. If the owner is found not to comply, a fine of \$150.00 will be issued.

4. Appliances/Electronics: Appliances, Electronics or other sizable items will not be picked up by the waste hauler. You will need to schedule a special pick up with a vendor of your choice, at your cost.

5. Dumping: Dumping of any bulk items is NOT PERMITTED at any time. Bulk items include but are not limited to furniture, mattresses, construction debris etc. If an owner observes this behavior, please contact the City of McHenry police immediately with the license number and vehicle description and call the management office. Dumping on the property will result in a \$500.00 fine.

Chapter 6 - Insurance

1. General: The Association obtains and maintains policies of insurance covering the property, general liability for the common grounds, its officers and contractors or agents. Coverage is provided for the following areas:

- A. General Liability & Property Damage.
- B. Directors and Officers Liability Coverage.
- C. Workman's Compensation Coverage; and

D. Fidelity Coverage.

2. Owners Insurance: Each owner is required to maintain at his/her own expense replacement cost insurance coverage with an insurance value equal to the replacement cost of their personal property, floor covering, and upgrades made to the unit (commonly referred to as a HO6 policy). Contact your insurance agent or broker to determine what is best for the upgrades and improvements you have made, your contents, and personal liability insurance.
3. Additions and Improvements: The Declarations do not require that the Association obtain coverage for Additions and Improvements within a unit. It is suggested that owners review their policy and add endorsements to their own coverage for additions and improvements that may be appropriate. Examples of additions and improvements include carpeting, wallpaper, paneling, mirrored walls, etc.
4. Restricted Areas: Authorized Association personnel only are permitted on the roof.
5. Accidents: Accidents on the common property involving personal injury or property damage should be reported to the managing agent as soon as possible by anyone involved in or witnessing the accident or discovering its effects. If there is a personal injury or a vehicle accident, call 911 or the police immediately.
6. Hazardous Use and Waste: Nothing shall be done or kept in any unit or in the Common Elements which will increase the rate of insurance on the building. No waste shall be dumped or stored in the Common Elements.

Chapter 7 - Limitations, Use and Occupancy Restrictions

1. Mandatory Heat and Water Policy: Between October 1st and March 30th it is mandatory that all owner/tenant must have their heat on and set to middle ambient temperature (equivalent to 55 degrees.). Additionally, owner/tenant are required to shut off the water supply to their unit when they are gone for more than 96 hours. It is recommended to turn off the circuit breaker to the water heater and open the cabinet doors below the kitchen and bathroom sinks to prevent freezing pipes. If you have any problem locating the valve, please contact Foster Premier. Failure to turn 'on' heat and shut 'off' water and a leak will result in the owner being held responsible.
2. Residential Activities: No residential activity is permitted by City Ordinance.
3. Nuisances: No noxious or offensive activity will be permitted in any unit or anywhere on the property. Nothing shall be done either willfully or negligently, which may become an annoyance or a nuisance to any owner or tenant.
4. Pets: Pet owners must abide by all City, County, and State Laws regarding their pets, with all required vaccinations and licenses always remaining current.
5. Storage: Storage of material outside the buildings is not permitted. Vehicles, trailers, construction equipment or debris, Storage (except for vehicles) is defined as anything left overnight. Storage of individual property is not permitted.

Chapter 8 – Maintenance

1. Association's Obligation: The Association is responsible for the maintenance, repair, and replacement of the Common Elements. Refer to the Maintenance Guideline Chart.
2. Owner's Obligation: The Owner is responsible for all maintenance, repairs, and replacements within each individual unit. The items that fall into this category are also on the Maintenance Guideline Chart.
3. Damage: Every owner is individually responsible for the total cost of any repairs, maintenance, or replacement to the Common Elements, Limited Common Elements, Units or Personal property resulting from damage caused by their pets, their own act or neglect. The owner is personally responsible for the conduct of his/her invited guests, tenants, invited guests of the tenants and all animals belonging to any of these parties. The Board reserves the right, after serving written notice, to arrange for repair of these damages and to charge the cost for the repairs against the owner's account.
4. Landscaping: The Association provides landscaping services from mid-April to November. All turf, trees, shrubs, and plants are covered under this service. Additions or removal of trees, shrubs, or sod must be approved by the Board prior to doing so. Any approved annuals must be removed at the end of the growing season but no later than November 1st. No climbing or trellis planting is allowed unless approval has been granted by the Board. Maintenance of approved Owner installed planting, of any type, is the responsibility of the Owners unless otherwise indicated in this document. It is the responsibility of the Owner to locate and avoid interference with underground utilities.
5. Snow Removal: The Association provides snow removal service from mid-November to mid-April. Areas that are cleared include the front walks, driveways and the general parking areas. Ice melt is applied to all paved surfaces on an as needed basis. Under no circumstances should rock salt be applied to any concrete surface. Only calcium chloride or other ice melt type compounds may be used. Rock salt destroys concrete surfaces and dramatically shortens its useful lifetime.
6. Water Spigots: No water hoses are to be used without prior approval from Foster Premier.
7. Light Fixtures: The Association is responsible for light fixture maintenance repair of common lights including replacing of light bulbs in the exterior entry light fixtures, parking lot lights and hallway fixtures located in the common area. Owners are responsible for the entry light bulb replacement.

Maintenance Guideline

The Association and the Owners/owner/tenant have maintenance responsibilities. To clarify those responsibilities, those questions most frequently asked about maintenance responsibilities are summarized below. This is by no means an exclusive list but is provided as a useful guide.

Item	HOA	Owner
Air conditioning and heating units		X
Appliances (Refrigerator, range, dryer, exhaust vents, etc.)		X
Asphalt driveways	X	
Chimney flue	X	
Concrete sidewalks and stoops	X	
Drywall damage due to settlement or normal wear and tear		X
Drywall damage by roof, window, or patio door leaks		X
Electrical light fixtures (exterior)	X	
Electrical (interior service panel, interior light bulbs, fixtures, exhaust fans, appliances, etc.)		X
Exterior lobby doors and frames		X
Exterior painting of wood trim and lobby doors	X	
Exterior beds and bedding areas (and bushes contained herein)	X	
Foundations and support columns	X	
Gutters and downspouts installation/maintenance/cleaning	X	

Item	HOA	Owner
Interior decorating (paint, wallpaper, paneling, carpet, flooring, tile, drapes, window treatments, cabinets, vanities, etc.		X

Doors, knobs, locks, and keys		X
Lawns and landscaping	X	
Mailboxes	X	
Mailbox keys		X
Pest control, animal removal from within a unit		X
Pest control exterior	X	
Plumbing repairs - fixtures and pipes within the individual unit/ Plumbing (toilets, sinks, etc.)		X
Roofs, siding, and vent caps	X	
Water heater (vents, plumbing, etc.)		X
Exterior water spigots		X
Windows, glass surfaces and screens	X	

Chapter 9 - Noise

While the building is to a degree soundproof, noise travels through the unit walls into other units. As a courtesy to your neighbors, please be courteous.

Chapter 10 – Parking

1. Permitted Vehicles: Only operating motor vehicles and motorcycles may be parked in the parking lots provided they are registered to a current owner or tenant who has a lease on the file with the management company and they are less than eight thousand (8,000 lbs.) pounds gross vehicle weight and are properly licensed and registered with a class “B” designation.
2. Prohibited Vehicles: Boats, campers, mobile units, trailers, canoes, buses, limousines, or snowmobiles may not be parked in the parking lot overnight. Commercial vehicles have lettering or advertising, or vehicles requiring over a “B” license plate may not be parked in the parking lot, without prior Board approval.
3. Special Situations: Prohibited vehicles may park in the parking lot only if the vehicle is not registered to a resident or owner and if the purpose is either for making a delivery or rendering a service to a unit (e.g. plumber, moving van, etc.), or if the owner of the vehicle is visiting a resident for a period of time not to exceed three (3) days. Special parking arrangements should be made with the management office.
4. Parking Lot: Vehicles may only be parked in a striped parking space designated for our Association. No vehicle can park in a designated parking space which exceeds the designated length or width of the striped parking space at any time.
5. Lawns: The operation or parking of any vehicle is prohibited on the lawns or walks.
6. Motorcycles: Must have a metal or wood plate under the kickstand when parked on the paved asphalt surface.
7. Towing Policy: All costs are payable by the vehicle owner. The towing costs may be significant.
8. Inoperable Vehicles: Inoperable vehicles or unlicensed vehicles are not allowed to be parked in and may not be left parked in the parking lot for more than seven (7) consecutive days during the summer or more than forty-eight (48) hours during the winter. If a resident plans to be away for a longer period, arrangements should be made with the management office.
9. Snow Removal: Vehicles must be moved for snow clearance. The snow will be plowed into the main driveways. Then parking spaces will be cleared. Owner/tenant must move their vehicles to permit snow removal clearance.

Chapter 11 - Sales

1. Sales: All owners are responsible for notifying the management company of their intent to sell and for requesting an assessment letter. This letter is required at closing to demonstrate to the title company that the Association does not hold any liens against the property.

2. Service Charge: The Association and management agent reserve the right to charge owners a processing fee for all sales, leases, and requests for refinancing.
3. Signs: Signs of any kind are to be displayed in windows.

Chapter 12 - Installation of Satellite Dish

1. Antenna Size and Type
 - A. DBS antennas that are one (1) meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one (1) meter is prohibited.
 - B. All Antennas not covered by the FCC rule are prohibited.
 - C. No more than one (1) antenna for each type of service may be installed by the owner.
 - D. The dish must be installed by a professional company providing such service.
 - E. No roof mount of any kind is permitted.
2. Antenna/Dish Removal: Antenna/dish removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location. The antenna must be removed prior to closing on resale. However, the Board may consider a request by the new owner to assume responsibility for the antenna/dish.
3. Notification Process
 - A. Any owner desiring to install an antenna must complete a notification form and submit it to the Board of Directors c/o Foster Premier. If the installation is routine, conforming to all the above restrictions, the installation may begin immediately; and
 - B. If the installation is other than routine for any reason, the owner and the Board of Directors must establish a mutually convenient time to meet to discuss installation methods.
4. Installation by Tenants

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement.

Chapter 13 - Leases, Tenants, and Non-Resident Unit Owners

1. Owner Information: All Owners who do not reside in a unit owned by them shall provide the Board with their permanent residence address along with work and residence phone numbers where they may be reached in an emergency as well as the phone numbers of the possible Tenant(s). Notification is required ten (10) days prior to the tenant move in or owners' vacating of the unit if the unit remains unoccupied, whichever first occurs. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a Common Expense. Unless otherwise provided by law, an Owner who fails to provide such 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, its Agent assigns shall not be liable for any loss, damage, injury or prejudice to the right of any such Owner caused by any delays in receiving notice resulting there from.

2. Lease Submission Process: The Association lease submission process does not mean that the Board will do credit checks or evaluation of the credit worthiness of a tenant(s). That is the responsibility of the unit owner. The Association's requirement is based solely on a complete submission of the documents and compliance with the list of documents identified in this section as stated below. The determination either by the Board of Directors or its designated agent is required PRIOR TO MOVE IN by the tenant(s). A complete submission shall be predicated on the following criteria only and favorable determination shall not be unreasonably withheld:

- A. The lease must be in writing, fully executed, and shall not be for a term less than one (1) year.
- B. The lease will have attached to it the following completed documents:
 - 1. Lease Submission Form (See Exhibit B);
 - 2. Lease Rider (See Exhibit C) - Both the unit owner and renter(s) must sign the rider to the lease indicating they have read and agree to abide by the Association's Rules and Regulations.
 - 3. The Lease must contain a provision which prohibits subletting.
 - 4. Proof of tenant's Renter Insurance Policy; and
 - 5. Payment for the Administrative set-up charge.
- C. No unit Owner may lease less than one (1) year;
- D. Each Unit Owner shall be responsible for providing his/her tenant(s) with copies of the Declaration, By-laws, and Rules and Regulations of the association.
- E. In the event of any violation of the Declaration, By-Laws, or Rules and Regulations of the Association by a tenant, the Board, in its sole discretion, shall determine what action or actions are necessary against the Unit Owner or tenant. When the Board, in its sole discretion, determines that a violation or a series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.

The Board of Directors or its designated agent shall have fifteen (15) days from the day the lease is received in which to confirm a complete submission and failure by the Board to act within fifteen (15) days shall be deemed acceptable. If the application is incomplete in any area, the owner will be notified (at the address listed on the lease application, if included, or the address of the rental unit if the Owner(s) address is omitted from the application) so the application may be corrected. The Board will then have fifteen (15) days from the time the resubmitted application is received in which to acknowledge a completed lease submission. The tenant is not allowed to move in until the lease application has been accepted, even if the application was resubmitted due to incompleteness. Submittal of the lease by the unit owner and Association notice of acceptance or unacceptability in accordance with the above procedure is required to be made by US Mail. The

Board or designated agent shall note the date received and that date will be the basis on which the fifteen (15) day approval or disapproval time requirement will be met.

3. Penalties: In the event of a violation contained in this chapter, the Board shall have authority to impose a fine in accordance with the established fine provisions for rule violations upon the unit owner. In addition, at the Board's discretion, an additional fine of ten (\$10.00) dollars per day may be imposed from the date of the violation until the violation is corrected or abated.

In addition to the imposition of a fine as set forth above, the Board shall have all rights otherwise available to the common interest of the Association as set forth in the Forcible Entry and Detainer Act including, without limitation, Section 5/9 - 104.2 of the Forcible Entry and Detainer Act.

In addition, to the above, all expenses incurred by the Board, including reasonable attorney fees, in connection with any violation under these Rules, will be assessed to the unit owner as a common expense.

4. Set-up Charge: A one-time non-refundable administrative set-up charge of seventy-five (\$75.00) dollars shall be submitted to the Association by the Unit Owner for each new tenant. This fee is required to offset the anticipated costs of the Association relating to processing the lease application and establishing files and records relating to the lease. This will also include sending a copy of the Association rules to the tenant.

5. Monthly Administrative Charge: The Association shall charge the unit owner for administrative costs which it incurs or expects to incur related to the monthly administrative duties of leased units. The fee is imposed to offset expenses incurred by the Association to maintain records of all tenants in the complex, mail notices and administrative costs to manage the association landlord/tenant program. While this cost may change over time, the fee is currently set at five (\$5.00) dollars per month. This cost is considered as part of the owner's monthly assessment. Failure to comply shall be deemed both a default of the tenant's lease and a default of the unit owner's monthly assessment.

6. Immediate Family Members: Should the unit owner not reside in the unit but allow an immediate family member to occupy it, the unit owner is required to inform the Board and Managing Agent in writing and provide a completed information form (Exhibit B) stating the name, phone numbers and vehicle information of the immediate family member. The set-up fee will be waived. However, the monthly fee will apply.

7. Lease Termination: The Association must be notified within ten (10) days of termination of the lease. It is the owner's responsibility to maintain proper operation of all utilities in a vacant unit to prevent damage to common elements or other units.