

**GREENWICH SQUARE
CONDOMINIUM ASSOCIATION**

RULES & REGULATIONS

2019 Revision Included

PREFACE

These Rules and Regulations have been adopted with the intent of providing the residents of the Greenwich Square Condominium Association with a practical plan for day-to-day living. Its goal is to maintain our community as a premier community and provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of owners who exhibit a pride of ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Greenwich Square Condominium Association runs with ownership of your Unit. Each buyer of a Unit within the Association is bound by the governing documents of the Association that include the Declaration of Covenants, Conditions and Restrictions and the By-Laws (as amended from time to time). The Declaration and By-Laws, as well as the Rules and Regulations, can be found at www.greenwichsquaregeneva.net

Unit Owners are asked to consider the following:

- Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declaration and By-laws, which exist for the benefit of our community and helps to maintain our property values.
- If you are found in violation and are fined, this action is taken because the Unit Owners of the Greenwich Square Condominium Association consider it to be just and proper and in the best interests of the Association.
- Effective application of the Rules and Regulations requires the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem an official complaint can be filed with the Board of Directors. Each resident's cooperation and participation is encouraged.

SECTION 1-INTRODUCTION

1.1

The following Rules and Regulations flow from the Declaration of Covenants, Conditions and Restrictions. It is not the intent of these Rules and Regulations to be a substitute for the Declaration and By-Laws.

1.2

To the extent that the provisions of applicable law (federal, state or local) and the aforesaid Declaration, By-Laws or Rules and Regulations are in conflict, the provisions of the applicable law shall take precedence, followed by the provisions of the Declaration, By- Laws and then the Rules and Regulations.

1.3

These Rules and Regulations are binding on all Unit Owners, residents/tenants, their families, guests, invitees and agents. The Unit Owner is responsible for compliance with the Rules and Regulations and will be liable for fines incurred and/or damages caused.

1.4

The provisions of the Rules and Regulations can only be amended by vote of the Board of Directors in an open meeting following notice to the community of a pending change and allowing for a public comment at or prior to the meeting.

SECTION 2-DEFINITIONS

2.1 Association

Refers to the Greenwich Square Condominium Association.

2.2 Assessments

The amount due from each Unit Owner to fund common expenses.

2.3 Board of Directors

Consists of five (5) members of the community elected by the Greenwich Square Condominium Association Unit Owners. They are responsible for the direction and administration of the Greenwich Square Condominium Association. Each member of the Board shall be a Unit Owner. The Board of Directors is hereafter referred to as the "Board".

2.4 By-Laws

Contains regulations for the administration and management of the Greenwich Square Condominium Association. Hereinafter referred to as the "By-Laws".

2.5 The Declaration of Covenants, Conditions and Restrictions

The Declaration of Covenants, Conditions and Restrictions has been recorded with Kane County against all properties within the Greenwich Square Condominium Association. It is a legal document that creates the plan for the Association and provides for deed, covenants and restrictions of Unit Owner's rights. It sets up the relationship between the Unit Owners and the Greenwich Square Condominium Association and binds Units Owners both present and future. Hereinafter referred to as the "Declaration".

2.6 Common Elements or Common Areas

Those portions of the community under the direction and control of the Declaration, By-Laws and these Rules and Regulations.

2.7 Common Elements

Common Elements shall mean all portions of the Property, except the Units, including Limited Common Elements unless otherwise specified.

2.8 Limited Common Elements

Limited Common Elements means a portion of the Common Elements so designated in the Declaration as being reserved for the use of a certain Unit or Units to the exclusion of other Units, including but not limited to balconies, terraces, patios and parking spaces of facilities.

2.9 Property Manager or Managing Agent

A professional hired by the Board of Directors to manage the day-to-day affairs of the Greenwich Square Condominium Association.

2.10 Properties

All real property, common and private, within the Greenwich Square Condominium Association as defined in the Declaration.

2.11 Unit Owners

Unit Owners are the Owner(s) of record, beneficial Owners or beneficiaries of any trusts holding title to property in the Greenwich Square Condominium Association. All Unit Owners must provide an address where written notices and assessment statements can be sent if other than the property address. Unit Owners are hereinafter sometimes referred to simply as "Owners".

SECTION 3-GENERAL RULES

3.1 Antennas

A. Description: All satellite dishes, antennas, and other over-the-air reception devices must be located on a patio or balcony and cannot be installed on the Common Elements.

a. 39 inches or less in diameter

b. Of a standard color which includes shades of black, gray and beige.

B. Location and Installation: The installation of satellite dishes, antennas, or other over-the-air reception devices will not be permitted on the roof, siding, window frames, window shutters, fences or other locations deemed to be a Common Element.

Any satellite dish, antenna, or other over-the air reception device installed in, on, or over an area considered as "Common Element" property must meet the following requirements:

1. Grounds

Any satellite dish, antenna, or other over-the-air reception device must be installed on a black pole, no more than two inches in diameter or 12 feet high, in an existing mulch bed; and,

Any satellite dish, antenna, or other over-the-air reception device cannot be installed in an area that obstructs the window view of any Unit, other than the requesting Unit Owner's Unit.

2. Balconies

a. Whenever possible, the satellite dish, antenna, or other over-the-air reception device should be installed in a location under the requesting Unit Owner's balcony, unless the patio of another Unit Owner is directly below the requesting Unit Owner's balcony, and;

b. The satellite dish, antenna, or other over-the air reception device should protrude no more than two feet from the point of attachment on the Unit or building of common area property.

3. Installers

a. All satellite dishes, antennas, or other over-the-air reception devices must be installed in a safe and proper manner to protect the safety of persons and to preserve and protect the structural integrity of the building.

b. If the requesting Unit Owner utilizes the services of a professional installer, the installer must be adequately insured and bonded. The Association reserves the right to inspect the installation to ensure that work has been done in a safe and proper manner and in such manner as to preserve and protect the structural integrity of the building. The Association further reserves the right to require changes in the event that the installation does not meet these requirements.

4. Damages

The Unit Owner who installed or who authorized the installation of a satellite dish, antenna, or other over-the-air reception device will be responsible for any and all damages to the common area property due to the use or installation of such device.

NOTE: Any approved Rule or Regulation regarding over-the air reception devices that violates the Federal Communications Commission Rule 47 C.F.R Section 1.4000 is void.

C. Removal: Any satellite dish, antenna or other over-the-air reception device installed in violation of Section B of Section 3.1 must be removed by the Unit Owner within seven (7) days of the receipt of written notice to remove. This specifically includes devices mounted or installed on the roof, siding, window frames, shutters, fences or any other locations constituting a part of the Common Elements of the Association. Any damage resulting from a violation of this Section 3.1 shall be the responsibility of the Unit Owner to repair at his or her expense.

3.2 Backflow and Fire Alarm Testing

A. Background

1. The City of Geneva requires that all backflow valves be tested and certified annually as well as an annual testing of the fire alarm system.
2. Other tests may be required at various times by the City, County or State.

B. Testing Schedule

1. Backflow and fire alarm tests will be scheduled and all Owners will be notified not less than fourteen (14) days prior to the date of inspection.
2. If the Owner does not make their Unit available for inspection at the designated day and time, they will be required to obtain their own test and certification within thirty (30) days of the original, scheduled date.

Costs/Reimbursements

1. Backflow and fire alarm testing is paid for by the Association.
2. When the Association is presented with the certificate of inspection and invoice the Owner will be reimbursed at no more than the Association contracted for price (this applied to those instances where the Owner was not available at the designated time and obtained his or her own test as required above).
3. Any fine for non-compliance from the City of Geneva will be assessed to the Owner if he or she fails to allow for the inspection at the scheduled time or fails to obtain their own testing and certificate as set forth above.

NOTE: As per the Declaration of Condominium Ownership for the Greenwich Square Condominium Association, Article 3.01(t), Owners are responsible for any necessary repairs required by the inspections.

3.3 Storage of Playground Equipment

- A. All playground equipment when not in use must be stored either in the Unit Owner's garage or inside living quarters. This equipment cannot be stored underneath decks, backyard patios or another area that is of common or limited common use as to detract from the aesthetics of the general grounds.
- B. This equipment includes but is not limited to: slides, wading pools, sandboxes, swings, basketball hoops, soccer nets, etc. Failure to comply will result in the removal of equipment and stated fines in Section 4.6.
- C. Swimming pools, less than two (2) feet high, and/or wading pools must be in the rear yard and must be emptied nightly and properly stored.

D. Any damage to lawns or driveways, and any liability resulting from such use of either basketball hoops or playground equipment shall be the responsibility of the Unit Owner and not the Association.

E. The Association may cause the removal of any portable basketball hoop or playground and sports equipment, in violation of the provision of this Section 3.3, and the Unit Owner shall be responsible for any and all removal costs incurred.

3.4 Canopies, Awnings, Etc.

Canopies, awnings, gazebos, pergolas or enclosures of any type are strictly prohibited.

3.5 Clotheslines

A. Laundry drying equipment shall not be erected or used outdoors whether attached to the building, structure or free-standing.

B. Outside drying of clothing draped over outside furniture will not be permitted.

C. Reasoning is that A. and B. detracts from the overall aesthetics of Common Elements Property.

D. Failure to comply will result in the stated fines in Section 4.6.

3.6 Construction and Renovation

A. Residents wishing to renovate or make major repairs to their Units must submit an Architectural Improvement Application form, which can be obtained from the Property Manager, for the Board's review and prior written approval before any work may begin. Such form must include a written design or outline of planned work and shall include the following information:

I. Contact information in case of emergency.

2. Copy of the City of Geneva Building Permit, if applicable.

B. If you require the use of a trash dumpster you must comply with the following requirements:

I. Request pre-approval of the dumpster from the Board of Directors before placing the order.

2. Once approval is received you must send a check for \$500.00 as a deposit against any damage to your driveway caused by the dumpster.

3. Once the dumpster has been removed the driveway will be inspected. If there is damage the Association will have the repairs made and use the deposit for this repair. If the damage is in excess of the \$500.00 deposit the Unit Owner will be billed for the extra costs. If there is not damage the full \$500.00 deposit will be returned to the Unit Owner.

C. Construction work on Owner's Units can be performed by the Owner, or an outside contractor, during the following hours:

Monday through Friday 8:00 AM to 8:00 PM

Saturday 8:00 AM to 5:00 PM

No work may be done on Sundays.

3.7 Construction Guidelines

A. Guidelines for the Expansion of Endicott-Model Decks

Upon approval of the Board of Directors, porches may be expanded provided the following specifications are used:

1. The existing stair must be removed. The deck may then be expanded to the outer edge of the removed stair using new structural members and decking. A new structural support post must be installed on a pier that goes below the frost line located where the removed stair exited the ground.

At this location, but at the end of the expanded deck, a prefabricated steel spiral stair must be installed to comply with the exit requirement of the home.

2. Detailed Architectural/Structural Drawings must be shown to the Board of Directors for approval and then submitted to the City of Geneva for a Building Permit. The Owner is responsible for the costs of construction, cleanup and the replacement of any damaged grass or landscaping because of construction.

B. Guidelines for Hose Bibs Installation

1. Upon approval of the Board of Directors, hose bibs may be installed between the air conditioning unit and water meter (or the inside corner or the areas and the water meter) on the mechanical wall located under the porch of the Cromwell Model.

2. The location of the water meter varies with some being closer to the air conditioner to allow for the installation at the corner of the intersection of the entry way and garage and some being closer to the corner. The hose bib must be two (2) feet above grade and tie into the Owner's water system. A licensed plumber must accomplish the installation and the Owner is responsible for the cost of installation, cleanup and replacement of any damaged landscaping because of construction.

C. Guidelines for the Installation of Stepping Stones

Upon approval of the Board of Directors, stepping-stones are allowed from the sidewalk to the entrance door and in planted areas, provided the following specifications are used:

1. Concrete stones must be one (1) foot in diameter and of exposed aggregate concrete or earth-tone colors in concrete. The placement of the stones should be from two (2) to four (4) inches apart.

2. If covering existing grass the grass should be removed and the stones laid on or slightly below the soil so that they do not protrude more than one (1) inch from the soil line for ease of grass cutting. The Owner is responsible for the costs of installation and necessary cleanup. Stones should be removed at the time of sale at the expense of the Owner unless the new Owners approve of them and their location.

D. Guidelines for Moving "PODS"/Storage Containers

1. Will be permitted no longer than one (1) week with prior Board approval. Please call the Management Company for permission before having the POD delivered.

2. If the container exceeds the seven (7) day limit, it will be removed at the Owner's expense. If you need additional time, contact the Management Company and they will ask for special Board

approval for a time extension.

3. PODS may not be placed on the streets.

4. The Board reserves the right to inspect the property to be removed. The Owner will be billed for any damage resulting from the container. Please call the Management Company a few days prior to removal of the container so they can arrange to conduct a damage inspection.

E. Guidelines for Patio Additions at Greenwich Square

1. Owners who wish to make alterations to their patio must complete an Architectural Improvement Application and submit it to the Board of Directors for approval prior to making any changes.

2. In addition to submitting an Architectural Improvement Application the Owner must provide pictures and/or drawings of the patio prior to any alterations. Upon approval of the Board of Directors and after the work has been completed the Owner must provide pictures of the patio alterations.

3. General guidelines and requirements:

a. Should not alter the drainage system.

b. Should not exceed the length of the fence.

c. In general, should not exceed twice the square footage of the existing patio.

d. Existing plants, trees, or shrubs should not be moved or removed to accommodate the size of shape of the patio.

e. When covering existing dirt and grass the grass should be removed and proper landscaping material should be used to prevent the grass from growing under the patio stone. Fine limestone should be placed under the patio blocks for leveling.

f. Should be installed so as to level with the abutted-to grass (no step or trip point) and maintain the existing drain slope.

NOTE: Once the project has been completed the Owner must contact the Management Company to arrange for a Final Inspection.

F. Guidelines for Retractable Patio Awnings

1. Upon approval of the Board of Directors, retractable patio awnings may be installed providing they are only attached to the frame of the door leading to the patio and are not attached to the siding in any manner.

2. The dimension of the awning is to be only the width of the door onto the patio and the length can extend only to the outside edge of the patio from the door. The color of the awning must match the color of the siding and should be removed in the winter. Damage caused must be repaired by the Owner at the time of sale. The awning must be designed and installed by a licensed professional

3.8 Contractors Working Hours

A. Residents who employ contractors to perform services shall not allow the performance of such services before 8:00 AM or later than 8:00 PM Monday through Friday and not before 8:00 AM or later than 5:00 PM on Saturdays. No contractor work shall be allowed on Sundays.

B. All other hours, outside the parameters set forth above, must be approved by the Board of Directors.

C. Contractor services shall include, but are not limited to, general construction activities. Services such as snow plowing, snow removal and emergency repairs to your Unit are excluded from the time limitations set forth above.

D. Contractor trucks, trailers and other equipment or materials must be removed from the street and/or driveways each evening unless approved otherwise by the Board of Directors.

3.9 Electronic Transmission of Notices and Communications

A. Notwithstanding any terms and provisions contained in the Declaration, By-Laws or the Illinois Condominium Property Act, the Unit Owner, as described below, can authorize electronic delivery of notices and other communications required provided the Unit Owner provides the Association with written authorization. The Unit Owner must designate and electronic address or a U.S. Postal Service address, or both, as the Unit Owner's address on any list of Unit Owners which the Association is required to provide upon request pursuant to any provision of the Illinois Condominium Property Act or any condominium instrument.

B. Any electronic address provided by the Unit Owner pursuant to this Rule shall be included in the Association's records for any other purposes set forth in the Declaration, By-Laws or the Illinois Condominium Property Act.

C. Unit Owners who consent to receiving notices of meetings of the Association and any other communication from the Association by Electronic Transmission in lieu of mailed or hand-delivered notices shall receive such electronic notice of Annual and Special Meetings of the Unit Owners and Annual and Special Meetings of the Board of Directors. The consent submitted to the Association shall include the following:

1. A verified email address or fax number at which the Unit Owner shall receive notices.
2. A statement that the Unit Owner agrees to accept the communication and notices by Electronic Transmission and that said transmission shall substitute fully for mailed or hand-delivered notices.

D. A Unit Owner may revoke his or her consent to electronic notice and any other electronic communication from the Association if the Unit Owner provides written notice of revocation to the Association. It is the sole responsibility of the Unit Owner who has given consent to receive electronic notices and electronic communication to ensure that the Association is furnished with any changes to the email address or fax number to which notices are delivered. Unless and until the Unit Owner furnishes a revocation or amendment regarding said address or number the Association shall be deemed to have complied with its notice requirement by delivering electronic notice to the last known address or number on file with the Association.

E. Directors may also receive notices of Regular or Special Meetings of the Board of Directors by Electronic Transmission upon providing their consent in writing to receive such notice is in the consent form as described above.

F. If a Unit Owner does not provide written authorization to conduct business using Electronic Transmission or other equivalent technological means, the Association, at its expense, shall conduct business with such Unit Owner without the use of Electronic Transmission or other equivalent technological means.

3.10 Flags

In accordance with Section 18.6 of the Illinois Condominium Property Act, Display of American Flag or Military Flag, a Unit Owner may display the American Flag, a Military Flag, or both, on or within the limited common elements and facilities of a Unit Owner or on the immediately adjacent exterior of the building in which the Unit of a Unit Owner is located. Prior to the installation of any flag or flags the Unit Owner must first obtain permission from the Board of Directors in accordance with Section 3.6 of these Rules and Regulations, Construction and Renovation, on forms to be provided upon request by the Property Manager.

3.11 Garbage

1. All rubbish, trash and garbage shall be regularly removed from the properties and should not be allowed to accumulate thereon. Between scheduled pick-up, garbage cans, recycle bins and other similar items must be stored in the Unit or the garage.
2. Sealed garbage bags, hard containers and recycle bins may be placed outside for collection no earlier than 6:00 PM the night before collection.
3. Empty containers are to be removed from the curb by the end of the day of collection.
4. Construction: a dumpster must be placed on the driveway for not more than five (5) days. Any damaged caused by delivery or removal of a dumpster is to be promptly repaired at the Unit Owner's expense. Please refer to deposit requirements.
5. Trash, trash cans and recycle bins shall not be stored on balconies or porches.
6. All trash and garbage cans and all recycling bins must be labelled with the address of the Unit to which they belong. If the Unit Owner, or the Unit Owner's tenant(s) fails to comply with any of the provision of Section 3.11 Garbage the Association may cause the removal of such containers from the Common Elements of the Association. Additionally, the provision of Section 4 Violations and Fine Policy will be enforced.

3.12 Grills

- A. Use of gas and charcoal grills and propane fire pits are permitted only when following the set safety guidelines below:
 - a. Use of a charcoal grill must be a minimum of 15 feet and gas grills must be a minimum of 10 feet from the side of building, plants, automobiles or other combustibles.
 - b. Charcoal grills can only use charcoal as fuel.
 - c. Grills, fire pits, petroleum lanterns or any device using petroleum fuel cannot be used or stored on the wooden decks or porches.
 - d. Grilling cannot occur on the grass or other common use areas. Locations permitted are individual Unit's driveway, back patio; i.e. and not on a common driveway.
 - e. Onsite fire extinguishment equipment, including fire extinguisher or water source, shall be onsite and available anytime the grill is in use.
 - f. Burning grills cannot be left unattended.
 - g. All grills must contain a burn chamber and use a grill grate, screen, hood, screen or similar device.
 - h. The fire shall not burn for more than a total of 2 hours in any 24-hour period of time.
 - i. The fire must be extinguished in such a manner that all air to the fire is cut off or the burning material is wet down with water until it is cool to the touch.
 - j. Cold spent charcoal ash will only be disposed of into a trash can. Any other method of disposal is not permitted, i.e. dumping onto the ground.
 - k. After the charcoal grill is extinguished it must be stored within the Unit Owner's garage. Gas grills may be stored on back concrete patio.

- l. Fire pits can only be of a propane fuel source using lava rock. Wood-fueled fire pits are prohibited.
- m. Use of outside-grade fryers such as turkey fryers and smoker grills are strictly prohibited.
- n. Failure to comply will result in the stated fines in Section 4.6.

3.13 Insurance

Unit Owners must provide a Certificate of Insurance to the Association as required by the By-Laws. All such policies maintained by the Unit Owner must name the Greenwich Square Condominium Association as an Additional Insured.

3.14 Landscape Alterations

Description:

- A. Any and all alterations to the existing landscape require prior approval of the Board of Directors.
- B. Owners who wish to make alterations to the existing landscaping must fill out an Architectural Improvement Application and submit it to the Board of Directors.
- C. In addition to submitting an Architectural Improvement Application, the Owner must provide pictures or design plans of the landscaping prior to any alteration. Upon approval of the Board of Directors, and after the work has been completed, the Owner must provide pictures of the alterations.

Location of Alterations:

- A. Planting of flowers or installation of a planter (excluding, but not limited to, vine-type plantings) is permitted in existing mulch beds adjacent to the requesting Owner's Unit only, upon approval of the Board of Directors.
- B. Alterations to the location or size of an existing mulch bed, shrub or tree is prohibited.
- C. Any area covered by grass cannot be altered.
- D. Planters cannot be attached to any common area or a building structure.

Maintenance:

- A. Maintenance of any landscape alteration is the sole responsibility of the Owner.
- B. Any alterations not properly maintained will be removed at the expense of the Owner who has the responsibility for such maintenance.

Damages:

The Owner who is responsible for any damages associated with the installation, maintenance, or removal of any landscape alteration will be assessed the related costs of repair.

3.15 Lighting and Holiday Decorations

Lights and decoration for holidays may be displayed from four (4) weeks before the holiday to four (4) weeks after the holiday.

3.16 Noise

It shall be unlawful for any person to make, continue, or cause to be made or continued, any loud, unnecessary, or unusual noise which either annoys, disturbs, injures or impairs the comfort, repose, convenience, health, peace or safety of others within the Association.

3.17 Nuisance

A. No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or other conditions that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Association.

B. No Unit Owner/Resident shall maintain any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, illegal, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties.

C. The front and side exterior of Units may not be used for storage. Ladders, landscaping materials, tools, etc. must be stored inside the Unit or garage.

D. Only standard patio furniture, and no other exterior furniture, is allowed in the rear yards.

3.18 Parking

- A. All motor vehicles shall be parked only in garages, or on the driveways serving the Unit.
- B. Vehicles displaying advertising, placards or signage, commercial vehicles, tractors, trucks, vehicles higher than Class B, trailers, campers, campers trailers, and other watercraft and boat trailers may only be parked in garages. There are no exceptions to this Rule.
- C. On-street parking of any vehicles is prohibited from midnight to 7:00 AM. Violators are subject to towing.
- D. Motorcycles may only be parked on impervious surfaces.
- E. No vehicles may be parked on the streets, common elements, or in the guest parking spaces for more than forty-eight hours without prior Board approval.
- F. No parking is permitted on the curbs, sidewalks, landscaped areas or facing the wrong way on either Vanderbilt or Rockefeller. Additionally, no vehicle shall be parked in such manner as to obstruct any sidewalk or the entrance to or from any Unit. There are no exceptions to this Rule.
- G. No vehicles may park for any period of time in an area specifically posted as No Parking.
- H. All vehicles in possession of a Unit Owner or resident must be properly registered with the State of Illinois and display current license plates.
- I. All vehicles must be in good repair and no inoperable vehicles may be stored anywhere on the property except in the Unit Owner's garage.
- J. Guest parking is specifically reserved only for guests and is not general parking for Unit Owners or residents to use. In other words, no Unit Owner or resident may park a vehicle in the guest parking spaces under any circumstances. Further there is a maximum forty-eight (48) hour limit on parking of vehicles in the guest parking spaces. Unit Owners may request an extension beyond the forty-eight (48) hour limitation for their guests by contacting the Board of Directors through the Management Company. The decision of the Board of Directors on whether or not an extension will be granted is final.
- K. Commercial vehicles performing commercial services at the request of a Unit Owner or resident may park in permitted areas when used for their commercial purposes and for the period of time necessary to perform such service. Under no circumstances shall such commercial vehicle park longer than twenty-four (24) hours.
- L. Abandoned and unattended vehicles are not allowed to park in the guest parking areas and shall be considered abandoned for any of the following reasons: (a) it is not drivable in its present condition because of needed repairs, (b) it has not moved after the expiration of the maximum forty-eight (48) hours limit set forth above and no extension has been granted, and/or (c) it does not have a current, valid license plate.
- M. Vehicle maintenance and repairs must be performed only within a Unit Owner's garage. Absolutely no maintenance and repair of vehicles may be performed on the streets or driveways within the Association. There are no exceptions to this Rule.
- N. The Board of Directors reserves the right to have any vehicle towed that does not comply with any of the above Rules by a licensed towing company under contract with the Association for the purpose of removing illegally parked vehicles or vehicles in violation of Section 3.18 of the

Rules and Regulations of the Greenwich Square Condominium Association. The vehicle owner shall be responsible for any and all towing or vehicle storage charges that may be incurred.

0. In addition to the towing of a vehicle in violation of these Rules, the Board reserves the right to also impose such fine or fines as set forth in Section 4.6 Rules and Regulations Penalties/Fines.

3.19 Pets

A. Restrictions

1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or the Common Elements, except that dogs, cats or other usual and common household pets, not to exceed a total of two (2), may be permitted in a Unit.

2. Dogs, which are household pets, shall at all times whenever they are outside a Unit be on a leash and under control. No pets shall be permitted outdoors at any time without the Unit Owner/Resident being present. Pets shall not be tied to any tree, shrub, building, fence or stake-in-the-ground at any time.

3. At no time are pets to be confined on a balcony.

4. No exterior animal shelters are allowed in any area of the Common Elements including Limited Common Elements.

B. Cleanup, Repairs, and Damages

1. Pet owners are responsible for promptly cleaning community property of their pet's waste and disposing of it properly into appropriate waste containers. If not cleaned in a timely manner the Association may contract for the cleanup and bill the Unit Owner. Additionally, fines may be imposed in accordance with Section 4.6 Penalties/Fines of these Rules and Regulations.

2. Damage caused by pets to the Common Elements, or to private property, will be assessed to the pet owner (e.g. urine stained turf, dug up turf, etc.).

C. Miscellaneous

1. Any pet that is obnoxious (e.g. barking incessantly, growling, attacking, etc.) must be calmed down or quieted immediately.

2. If a pet owner has violated the Rules concerning pets repeatedly, the Board reserves the right to require removal of the pet from Greenwich Square permanently.

D. Supplemental Pet Restrictions

a. Pet owners will be required to leach their pets to no longer than a 5 foot leash. Under no circumstances are pet owners to allow their pets to walk through planting beds.

b. Under no circumstances are pets allowed to be walked through the common courtyard set between Vanderbilt and Rockefeller Drives. The Common courtyard is not a dog walking park.

c. Pets are not allowed to defecate in the same turf area.

d. Pets will not be allowed to be let out just from the Unit Owner's front door and defecate in planting beds or turf.

e. Pet owners are responsible for promptly cleaning and removing their pet's waste from the

community property and disposing into appropriate waste containers stored in the pet owner's garage. Under no circumstances are bags containing pet waste, or pet waste itself, to be allowed to accumulate anywhere around the community property throughout Greenwich Square, i.e. front entrances, garage doors, sidewalks, etc.

f. Pet owner that do not abide by the Rules will be subject to pay for the cost to replace the damaged property and will be subject to the following fines:

1. 1st Offense is \$200.00 plus notify Geneva Police
2. 2nd Offense is \$350.00 plus notify Geneva Police
3. 3rd Offense is \$500.00 plus notify Geneva Police
4. 4th Offense is removal of pet

3.20 Rental Information

A. Any Unit Owner desiring to rent their Unit is directed to review the provisions of the Declaration of Covenants to comply with any and all Board requirements. At a minimum, the Board or Management Company must be provided with a copy of the executed lease agreement, along with full and complete information on both the Owner and the tenant(s). All leases must be written and for a term of not less than one (1) year.

B. Each Unit Owner who rents out a Unit must provide the tenant with a complete copy of the Rules and Regulations of the Association. Unit Owners are responsible for the conduct of their tenants and any violations of the Rules and Regulations by a tenant or tenants may result in the imposition of disciplinary action, including fines, on the Unit Owner and not on the tenant(s). However, tenants may be subject to eviction under the Illinois Forcible Entry and Detainer Act if their conduct rises to the level that such actions are proper and necessary in the discretion of the Board of Directors.

3.21 Satellite Dishes

See Section 3.1 on Antennas.

3.22 Signs

A. Restrictions

1. No "For Rent" signs may be posted anywhere in the Greenwich Square Condominium Association.
2. No signs may be affixed to the buildings, mailboxes or light poles.
3. Advertisement signs for business or commercial activities and "No Parking" signs (other than those posted by the Greenwich Square Condominium Association), cannot be posted anywhere in Greenwich Square.

B. Limitations

1. One "For Sale" sign may be posted inside the Unit's window or door. However, one (1) corrugated plastic sign may be displayed in front of any Unit if there is not visibility from the street for a sign placed in the Unit's door(s) or windows.

"Open House" signs are allowed on the Common Elements on the day of the event and must be removed the same day when the event is over.

3. Temporary signs allowed should have no more than two (2) stakes into the ground of not more than 1/3 inch diameter. Any damage done to the property must be repaired or the Unit Owner will be billed for the repairs.

3.23 Vandalism

All acts of vandalism to the Common Elements or Common Areas should first be reported to the Geneva Police Department and then to the Property Manager. Separate distinct fines apply below for vandalism:

1. 1st Offense is \$500.00
2. 2nd Offense is \$1,000.00
3. 3rd Offense is \$5,000.00
4. 4th Offense is \$15,000.00

3.24 Window and Door Replacement

A. Window and door replacements must be approved, in writing, by the Board of Directors prior to any work being done.

B. Window and door trim replacement must remain white while doors must be "Greenwich Square Green".

C. Window and door replacements must remain the same size.

D. Glass block, box, box bay, frosted, casement, etc. windows are strictly prohibited.

E. All storm doors to be replaced after October 1, 2016 must be full-view glass.

3.25 Window Air Conditioning Units

Window air conditioning units are not permitted to be installed on any Unit.

3.26 Window and Door Screens

Any and all damaged window and/or door screens (ripped, torn or bent) must be maintained and/or replaced by the Unit Owner at his or her expense. The Association is not responsible for maintaining and/or repairing window and/or door screens.

3.27 Dryer Vent Maintenance

A. Beginning in the year 2020, Greenwich Square has adopted the mandatory cleaning of dryer vents. This cost will become a common expense since all of the Units need to have it done. It, therefore, becomes part of the annual Operating Budget.

B. Any maintenance repairs or replacement of the dryer vents, animal barrier cages, or other related equipment is the sole responsibility of the Unit Owner and not the Association. This specifically includes the replacement of broken exterior components and removal of bird's nests.

C. Failure to comply will result in the stated fines in Section 4.6.

Section 3.28 Littering

The provisions of Illinois State Law regarding the littering of property with tobacco products, specifically including cigars and cigarettes, shall apply to the Greenwich Square Condominium Association and all terms and condition of such State Law are incorporated in these Rules and Regulations as if more fully set forth herein in its entirety.

Section 3.29 Cruelty to Animals

All acts of cruelty to animals that impose stress or physical harm to any pet will result in the explicit fines listed below:

1. 1st Offense is \$1,000.00
2. 2nd Offense is \$5,000.00
3. 3rd Offense is \$15,000.00
4. 4th Offense is \$25,000.00

SECTION 4-VIOLATIONS AND FINE POLICY

4.1 Resident Cooperation

Unless the Board is notified of Rules infractions by Owners, the Rules and Regulations cannot be enforced. While the Board does not serve as a police department or referee between disputing Owners/Residents, each Owner's/Resident's cooperation and participation is encouraged.

4.2 Written Warnings and Violations Notices

Written Warning and Violation Notices are issued by the Board and/or its agents to an Owner allegedly in violation of the Declaration and/or Rules and Regulations who has or whose family members, agents, guests, tenants, invitees or pets have allegedly committed a violation when one of the following occurs:

A. The Association received a letter of complaint which (1) includes the name, address and phone number of the complaining witness, (2) the Owner's name and/or address where the alleged violation person(s) resides, and (3) the specific details or descriptions of the violation including the date, time and location where it was alleged to have occurred, or

B. A Board Member or the Property Manager/Managing Agent issues a witness statement based on his or her own personal observations.

4.3 Written Warnings

Written Warning for the first offense of a particular Rule will be sent by both regular U.S. mail service and also by certified mail, return receipt requested, or by personal delivery to the Owner of record. The Warning will include specific details of the alleged violation(s) as well as steps that must be taken to rectify the condition and/or the consequences for subsequent violations. Request for a Hearing to protest the Written Warning must be made within fourteen (14) business days after receipt of the Written Warning.

4.4 Notice of Violation

If subsequent violation complaints are received relative to the same alleged violation within a one (1) year period of a previous complaint, or if the steps outlined in the Written Warning to correct the conditions have not been taken, a Notice of Violation will be sent, both by regular U.S. mail and certified mail, return receipt requested, or by personal delivery to the Owner(s). The Notice of Violation will include specific details of the alleged violation(s), with a copy of the amount of the fine or fines to be imposed by default unless a Hearing is requested within fourteen (14) business days after receipt of the Notice of Violation.

4.5 Hearings

Provided the Notice of Violation recipient has properly requested a hearing, that Owner will be provided written notice of the time and place where the Board, or its duly authorized agents, will conduct a Hearing to review the complaint. At that time, the Notice of Violation recipient will have the opportunity to present a defense to the complaint. All hearings will proceed with or without the presence of the Owner(s) who is in alleged violation. The person signing the Witness Statement may be present. The decision of the Board, or its duly authorized agents, shall be submitted in writing within five (5) days of the Hearing and such decision shall be binding on all parties.

4.6 Penalties/Fines

A. RULES AND REGULATIONS VIOLATIONS

1. Unless different fines and penalties are specifically set forth in these Rules and Regulations for specific violation of a specific Rule and/or Regulation the following schedule of fines shall apply:

First Offense	Written Warning
Second Offense	\$100.00 Fine
Third Offense	\$200.00 Fine
Fourth Offense	\$300.00 Fine

2. Unpaid fines shall bear interest of ten percent (10%) per month until paid.

3. Legal action will be undertaken for unpaid fines of \$300.00 or more, unless otherwise stated in the Rules and Regulations.

B. ARCHITECTURAL GUIDELINES VIOLATIONS

1. Failure to obtain architectural approval including, but not limited to, requests for modification and approval of new construction plans: \$100.00 per occurrence or modification.

2. Failure to obtain the aforementioned architectural approval within two (2) weeks of being fined as set forth above: \$100.00 per month until submitted and approved by the Board.

3. Installations that are not in compliance with the Rules and Regulations will result in a fine of \$200.00 per month until compliance with an approved submittal from the Board.

4. Legal action may be taken for all unpaid accounts of \$200.00, or more, and to enforce compliance with the Declaration and these Rules and Regulations.

C. COSTS

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

SECTION 5-ASSESSMENTS

5.1 Assessments are currently billed on a monthly basis. The assessment statements are due on the first of each month. It is the Owner's responsibility to pay the assessments on time and provide a current billing address if other than the Unit address.

5.2 A late fee of fifty dollars (\$50.00) will accrue on the fifteenth (15th) of each month in which the assessment is due and owing.

5.3 Special assessments, if any, are billed as directed by the Board.

5.4 The Association will issue a statement to any delinquent Owner past the due date for receipt of the assessment and/or special assessment.

5.5 Sixty (60) days after the assessment is due and remains unpaid, a delinquent Owner may receive a thirty (30) day payment demand notice from the Association's attorneys. The Association will utilize the provisions of the Illinois Forcible Entry and Detainer Act for the purposes of collecting delinquent assessments, special assessments, fines, and all other monetary penalties due and owing from a Unit Owner.

5.6 In the event on non-payment from the Owner after the aforementioned thirty (30) day period, the Association's attorneys will prepare and file a lien against the Owner's property at the Recorder of Deeds of Kane County, Illinois and proceed with collection. Once the lien is satisfied it is the Owner's responsibility to request a Release of Lien from the Association and record the same at the Recorder of Deeds of Kane County, Illinois.

5.7 In the event of extenuating circumstances, the Board shall have the authority to credit any and all late charges which may have been added to an Owner's account.

5.8 Owners who are delinquent will be responsible for any and all attorney's fees and costs incurred in collecting unpaid assessments, fines or other monetary penalties.

5.9 Any Owner who submits a check that is returned by the bank for insufficient funds will be charged a fee of \$20.00 and/or any costs charged to the Association by the bank.

SECTION 6-SALES OF UNITS

A. A selling Owner must supply a prospective Owner with copies of the Declaration, By-Laws and Rules and Regulations of the Association so that they are familiar with the provisions contained therein. Copies of the documents may be obtained from the Association or Management Company for a fee.

B. The selling Owner must provide the Board, or its duly authorized agent, with a copy of the sales contract, the names and address of the prospective Owner, as well as a forwarding address and telephone number for themselves.

C. Upon fifteen (15) day notice and upon written documentation that paragraphs 6.1 and 6.2 have been complied with, the selling Owner may request a closing letter from the Board, or its duly authorized agent, setting forth the amount of unpaid assessments, if any, status of violations against the subject property, and any other charges that may be due and owing.

SECTION 7-AMENDMENTS

7.1 Amendments-Use of Common Water

A. Common use of water in the courtyard can only be used to water plants. Any other use is strictly prohibited. Water must be turned off and the hose must be disconnected and put away when water use is finished. When not in use, hoses cannot be stored in view as to detract from the aesthetics of the general grounds.

7.2 Intentionally left blank.

7.3 Amendments-Cameras

A. Exterior security cameras shall be permitted but only after an Architectural Improvement form is submitted, reviewed and approved by the Board. The size of cameras must fit within a size form factor similar to that of Ring or Nest brand cameras but specifically that of either brand. Exterior cameras can only be mounted on the wood structure component or frame on either an outside window of the garage door. Under no circumstances can an exterior camera be mounted on the siding, eaves or any other exterior part of the building other than stated above.

B. The angle of the camera can only be pointed to observe the grounds and not be pointed at such an angle directly toward the window or door of any other Unit. The angle of any exterior camera cannot be pointed as to violate the privacy of any other Unit. Cameras mounted inside a door bell are also permitted. Interior cameras pointed to the outside grounds are also permitted following the angle of observation above.

C. Any and all damages caused by the installation of the security camera or cameras will be the responsibility of the Unit Owner. Upon sale of the Unit the camera must be removed at which time any damage resulting from the installation must be resolved by the Unit Owner prior to the closing of the sale.

These Rules and Regulations may be amended, from time to time, at a regular or special meeting of the Board of Directors as circumstances may warrant. Proper notice of such meeting or meetings and copies of any amendment shall be given to the Unit Owners in conformity with the requirements of the Illinois Condominium Property Act, the Declaration and the By-Laws of the Greenwich Square Condominium Association.