



Hidden Lake Estates Condominium Association

Code of Conduct

Also Known As

Rules and Regulations

Hidden Lake Estates Condominium Association

Palos Hills, IL

HIDDEN *Lake*

**Approved by the Board of Managers
Following Legal Review and Owner Review
February 2022**

Authority

The Board is empowered by the Illinois Condominium Property Act, henceforth “The Act”, (section 18.4) and the Bylaws of the Association (Article 8, of the Amended and Restated Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Hidden Lake Estates Condominium Association) to adopt rules and regulations governing the operation and use of the condominium property.

Philosophy

The rules and regulations (approved on February 9, 2022) have been established to serve as a guide for compatible community living and to enhance the enjoyment of life in Hidden Lake Estates for everyone. It is the intent of these rules to recognize, respect, and ensure the rights and privacy of each member of the community, while considering the best overall appearance and preserving the property values for Hidden Lake unit owners.

All rules, regulations, restrictions and covenants contained in the Declaration and Bylaws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in Article V of these Rules and Regulations.

It is each unit owner’s responsibility to read, be aware of and familiar with the rules and regulations before undertaking any project on the common grounds or on the buildings.

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Article I. THE USE AND APPEARANCE OF THE PROPERTY

Section 1.01 Common Elements

- (a) Storage of any kind is prohibited on common elements.
- (b) Any games or other activity which creates a nuisance, damages the common elements, impacts insurance, or disrupts the peace are prohibited.
- (c) Unit owners may not enclose any portion of the common elements with a fence or other boundary.
- (d) Unit owners may not install, modify, or remove exterior fixtures, decorations or other items (such as swing sets, exercise equipment, statuary, pillars, timbers, or fountains) on the common elements. This includes any addition or removal of trees, shrubs, plantings, or other changes without approval *in writing* by the Board. See Section 1.07 for further details on landscaping.
- (e) Tampering with any electrical or other mechanisms on the common elements is prohibited.
- (f) Each unit owner is responsible for the actions of guests, pets, employees, or any lessees of owner's unit and shall be responsible for the cost of repairing or remedying any damage caused to the common elements.

Section 1.02 Lawn Sprinkler Systems

- (a) Unit owners are not permitted to install an underground lawn sprinkler system without prior *written* approval from the Board.

The following information is necessary in order to consider any requests: name of the contractor, type of system being installed, and the design and layout of the system (provided on a drawing with heads clearly and exactly detailed).

- (b) Unit owners (and in the case of sale of unit having a sprinkler system, the purchasers) are responsible for all costs relative to the installation, care and custody of an underground lawn sprinkler system around their individual unit.

Section 1.03 Garages

- (a) No major car repairs which cause any type of nuisance, fire hazard, or annoyance to neighbors are permitted.
- (b) No barbecuing in garages or in front of units is permitted.
- (c) Garage sales are not permitted.

Section 1.04 Hot Tubs

- (a) No hot tub shall be permitted outside of a unit without the Board's *written* consent. The following criteria are required for approval:

The unit owner provides the Board or the Management Company with a letter agreeing to save, protect, defend and hold the Association, its officers, directors, agents, representatives and employees harmless from any and all liabilities, claims or actions resulting from the installation, use or existence of the hot tub. A letter of agreement shall be required of all subsequent owners as a condition for continued use and existence of the hot tub.

The unit owner shall also provide a certificate of insurance providing adequate liability insurance covering the hot tub at the time of application. See Section 5.01 for further information on insurance requirements and renewals.

Access to the hot tub is limited to the unit owner, tenants with owner permission, their family and guests.

Hot tubs shall be fully covered at all times when not in use by a locked cover secured to the hot tub.

Section 1.05 Stand-by Electric Generators

- (a) Stand-by Electric generators must be fueled by natural gas only and may not exceed the physical dimensions of 2.5 feet deep, 2.5 feet tall, and 5 feet long. Where substantial landscaping adjustments are required, a 50/50 cost share applies. Professional installation, city permits, and other serious utility details apply; these may not be bypassed. Written permission from the Board is required for city permits.

Section 1.06 Rain Barrels

- (a) Rain water collection systems must be designed for that purpose. Using buckets or other containers to collect rain water is prohibited.
- (b) These systems must be installed on the side-rear or rear of a unit in as discrete a manner as possible.
- (c) Units may be required to install a visual barrier.

Section 1.07 Landscaping

- (a) Definitions

Landscaping: The establishment, re-establishment, or modification of the layout of turf, the variety and number of plantings and other decorative material used to surround a unit.

Landscape Maintenance: The care and upkeep of existing landscaping.

Tree Service: Service specific to larger trees generally 12 feet or taller.

(b) Landscaping

All proposed landscape additions or changes must be submitted to and receive *written* approval from the Board prior to the commencement of any work.

Each unit will have the following minimum required plantings:

- Six (6) shrubs front and six (6) shrubs rear. Excluding Arborvitae.
- One (1) ornamental tree. Note: vegetable plants or fruit trees are not permitted on common grounds nor are trees or deep-rooted plants in driveway dividers.
- Border areas of Lava Rock in the front, and Lava or River Rock in the sides and River Rock in the rear. Brown mulch may be allowed as an alternative.
- Edging between planted areas and turf such as spade edge cuts, stone, cobbles, or plastic.

Owners are responsible for the care and maintenance of the landscape plants for the first year after planting; after which the Association shall assume partial responsibility. Note: see the following section on the owner's share in such responsibility.

Unit owners planting and/or replacing approved bushes, shrubs, or ornamental trees should retain the dated receipt from the place of purchase in order to take advantage of any warranty. The Association is not responsible for the replacement of plantings that are still under warranty.

Flower beds are permitted with prior *written* approval from the Board and must be positioned in such a way so as not to interfere with the functions of the maintenance equipment used for the common grounds.

Unit owners assume sole responsibility for the care and maintenance or replacement or removal of any flower beds they plant or inherit through the sale and transfer of a unit. When no longer desired the owner may return the area to turf or stone on their own or request the service performed by the Association at the owner's expense.

Once a flower bed has been planted, the Association is no longer responsible for the replacement of sod in that area.

While the Board concerns itself with many property landscaping issues and minimum standards of appearance, quality and "curb-appeal", it is recognized that many owners desire more elaborate and/or higher cost landscaping features; with proper approval, this is allowed. However, owners that request or inherit such features must recognize the Boards' need for fairness and limits of funding for

subsequent replacement requests. As such, the Board reserves the right to consider all landscaping requests on a case-by-case basis. In each case, the Association may fully cover, partially cover, or fully deny coverage of any such request.

(c) Landscape Maintenance

The Association provides for the basic yard maintenance services such as grass cutting, weed control, trimming of bushes, shrubs and ornamental trees, and other measures as deemed necessary and reasonable by the Board.

Unit owners have sole responsibility for general care such as watering and fertilizing plantings to ensure the health, appearance, and survival of new and established plantings and not placing anything over them so as to cause damage.

Unit owners are expected to preserve the common area turf by watering and not placing anything on it that will cause damage.

The Association will replace bushes, shrubs and ornamental trees only if they are dead or diseased beyond recovery or are deemed necessary for appearances. If there is a serious hazard to the residents, an obstruction to roadways, driveways or walkways these will be removed or replaced as deemed appropriate.

Advise the Board or the Management Company if any replacements provided by the Association should die within one (1) year. The Association will then be able to take advantage of any replacement policy from the landscaper.

In cases of neglect for established plantings and sod or failure to assist in caring for new or replacement plantings and sod, the Association shall remove the plantings returning the area to stone or sod as appropriate with the full cost of materials and labor incurred charged to the unit owner's account.

Should cases of neglect impact the minimum required plantings and/or turf, the Board will notify the unit owner in writing and all procedures and due process described in Article V Section 5.03 shall apply.

Unit owners who desire a greater level of involvement in areas of landscape maintenance, such as bush, shrub, or ornamental tree trimming, should contact the Board or Management Company for procedures to identify plantings to be excluded by the landscape contractor.

Unit owners that request, or are notified that they are receiving new plantings of any type, are required to perform for themselves, or in their absence make arrangements for, watering to minimum amounts set forth on the Association WEB site, of the same either by manual or automatic methods. Since failure to do so voids the warranty from our Landscaper, replacement plantings will be

provided and charged to the unit owner's account. The Association may set-up temporary manual or automatic watering systems using the benefited unit's resources in any situation the Board so determines this to be warranted.

(d) Tree Service

Large trees, generally 12 feet and taller, will be trimmed or removed as needed by the tree service. This includes limb removal or the removal of conditions creating a potential hazard to property or residents. Notify the Board or the Management Company of any trees in your area that are in need of attention.

Notify the Board or the Management Company if tree service is required for any reason not listed above such as insect control, disease control, etc.

Section 1.08 Exterior Lighting

- (a) All exterior unit lighting shall be kept in good working order and in keeping with the general appearance of the Association. As with all exterior modifications, pre-approval of the fixture(s) must be obtained from the Board prior to work commencing.
- (b) Should you choose to have landscape lighting, low voltage landscape lighting fixtures (20-watt bulbs or less) for the front of the units is allowed. Either clear or colored lenses are acceptable. All cables must be buried to prevent trip hazards. The cost and maintenance of these fixtures is the responsibility of the unit owner.

Section 1.09 Garbage

- (a) Garbage containers must be kept inside at all times other than the day of pick-up.
- (b) All garbage must be placed in covered containers. Unit owners are encouraged to use the supplied lidded containers to minimize wildlife foraging in the garbage.
- (c) Containers must be returned to indoor storage at some time during the day of pick-up. Pick-up times are 9am or later to help avoid the need to put containers out the night before, and again, to help avoid foraging by wildlife.
- (d) On the days of pick-up containers should be placed on the street, facing the street, with space between containers and vehicles.
- (e) Contact the Management Company for special pick-up requests. Large items such as furniture, appliances, building materials, and any waste or recycling that cannot be placed in a covered container requires a special pick-up request. See Exhibit L for current details on garbage and recycling services.

Section 1.10 Flags, Signs & Decorations

- (a) Official flags are permitted for the USA, other nations, states, local government, sports teams, and other affiliations. Sizes of such flags must be 4 feet by 6 feet or smaller.
- (b) Political election signs are permitted. Sizes of such signs must not exceed a total area of 432 square inches (18" X 24" for example). These may be installed no earlier than forty-five (45) days prior to the election date and removed immediately after the election date.
- (c) Holiday / Seasonal decorations are permitted. These may be installed no earlier than one month prior to the date of the holiday / start of the season and must be removed no later than one month after the date of the holiday / end of the season.
- (d) No flag, sign, or decoration may create a safety or fire hazard.
- (e) No form of advertising is permitted.
- (f) See Article III Sales and Transfers of Units for additional information.

Section 1.11 Lake

- (a) Only unit owners, tenants with owner permission, family and their guests are permitted to use the lake.
- (b) Use of the lake is at your own risk.
- (c) Swimming is not permitted.
- (d) Motorized recreational crafts are not permitted. Any gasoline, propane, or other motors (and fuels) must be removed from watercraft, even if not in use.
- (e) Inflatable watercraft, including boats, floats, inner tubes, pool toys, lounges and rafts are not permitted.
- (f) Use of personal floatation devices in all approved watercraft are highly recommended.
- (g) Catch-and-release fishing is permitted. Bow and arrow fishing is not permitted.
- (h) To protect lake ecology and carrying capacity, introduction of fish, any other animals, and the use of live bait, except worms, are not permitted.
- (i) Refuse of any kind shall not be deposited in the lake.
- (j) The detritus surrounding the lake such as rocks, stones, sticks, branches, and such must also not be deposited in the lake in any manner.

- (k) Waste disposal into street sewers is not allowed as the sewers drain directly into the lake. This includes detergents, soaps, cleaners, paint, paint clean-up, oils, or any other type of waste.
- (l) Removal of water from the lake for any purpose is not permitted.
- (m) All types of watercrafts must be locked when left unsupervised on the lake to prevent unauthorized use.

Section 1.12 Patios, Balconies and Decks

- (a) Unit owners are responsible to keep patios, balconies and decks clean and free of clutter.
- (b) Patios, balconies and decks may not be used for storage, other than for storage of barbecue grills and other items usually associated with patios, balconies and decks.
- (c) Seasonal tarps/coverings used to cover parts or items of patios, balconies and decks must be brown or green in color to maintain general aesthetics.
- (d) “Open flame” is defined as: Any source of fire that is not contained in an enclosure which is fireproof and can sustain the heat and provide protection against a fire extending beyond the enclosure.

There shall be no burning or open flame upon any deck or other wooden area of the complex. Any device having an open flame shall be fully enclosed against sparks and possible escape of burning materials so as to not create a hazard. Brazer tables require a screened cover.

Section 1.13 Pets and Animals

- (a) No animals, other than dogs, cats or other animals reasonably considered to be household pets, shall be raised, bred or kept in any Unit or on the common elements. Pets may not be bred or maintained for any commercial purposes.
- (b) All pets must be leashed when outside a unit and no pet may be left outside unattended.
- (c) Pet owners are responsible for the actions of their pets and must clean up after pets immediately. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage the common elements.
- (d) Any unit owner who has been found to have a pet which causes damage or creates a nuisance or unreasonable disturbance, shall be subject to permanent removal of the animal and/or a fine, based on the situation created which will be determined by the Board after due process hearing. See Amended and Restated Declaration,

Article IV Paragraph 4.1 (F), Page 11, and due process procedures in these Rules and Regulations Article V Section 5.03

- (e) Wildlife feeding – Unit owners, tenants, family and their guests are prohibited from feeding wildlife, including birds in any area on the property. Properly maintained hummingbird/oriole nectar type feeders are permitted as the only exception.

Section 1.14 Vehicles

(a) Definitions

All vehicles below are prohibited:

- Vehicles with more than four wheels
- Vehicles having a curb weight of more than 8,000 pounds
- Vehicles having an overall length of more than 20 feet or more than 7 feet in width.

A vehicle shall be deemed abandoned if:

- It is in a state of disrepair rendering it incapable of being driven in its present condition; or
- It has not been used or moved for thirty (30) consecutive days or more; or
- It does not have a current, valid vehicle license plate and municipal sticker.

(b) General Rules and Regulations

The speed limit on Lucas Drive is 15 m.p.h.

Vehicles must be in garages, on driveways, parking areas and only as a last resort the street. Parking on streets must not create congestion on Lucas Drive or cause a problem for other vehicles to pass.

No permitted vehicle may obstruct passage of other permitted vehicles, service or emergency vehicles on Association streets.

There shall be no parking on routes of passage across any other portions of the property, including all turf areas, unless authorized by the Board or the Management Company and then only for Association purposes.

Vehicles shall not be parked in a manner which interferes with ingress to and egress from a driveway or other portion of the property.

Permitted vehicles shall not be parked on a driveway or any other area reserved for the exclusive use of one owner without the express permission of that owner.

Vehicles may not be stored on common elements.

Reasonable and customary vehicle maintenance is only permitted in garages and on driveways.

Commercial vehicles may park in permitted areas for their normal commercial purposes so long as such parking is only for the period of time necessary to provide the commercial services requested by the resident of the property or the Association.

The Association shall not be responsible for removal of snow from driveways and streets in front of units if any vehicles are left parked thereon when more than two (2) inches of snow has fallen.

- (c) No boats, trailers, campers, recreational vehicles or trucks, other than pick-up trucks, may be parked on the streets or driveways for longer than forty-eight (48) hours.
- (d) In addition to other provisions for enforcement contained herein and, in the Amended and Restated Declaration, the Board and its agent shall have the authority to:

Notify the appropriate authorities or municipal police asking that they issue a citation and/or remove said vehicle.

Tow vehicles in violation of these rules or which present immediate danger to the property or health, safety and welfare of any person thereon; or for repeated violations.

Any time a vehicle is towed pursuant to these Rules and Regulations all costs incurred shall be assessed to the vehicle owner. In the event the vehicle owner is a unit owner, the costs will be assessed to the unit owner's account.

Article II. ARCHITECTURAL AND BUILDING GUIDELINES

Upkeep, maintenance and repair shall be carried out in accordance with the Architectural and Building Guidelines set forth below. See Article I of the Amended and Restated Declaration for definitions of common and limited common elements.

Section 2.01 Approved Construction Materials

- (a) The six (6) elements listed below are the approved materials for use in any construction or repairs at Hidden Lake Estates (HLE). Any deviation in the future because of discontinuance of material, color, etc. must receive prior *written* approval by the Board.
- 1) Mohawk Clinker Brick #3 or #4
 - 2) Cedar Shake Roofs
 - 3) Cedar Siding
 - 4) Oxford Brown (such as Olympic #713) Stain/Paint for the cedar siding, decks, eaves, balconies. Deck interiors and floor boards may be of a lighter color.
 - 5) Sidewalks and stoops shall be exposed tan aggregate stone/concrete mix using a "ramp" style.
 - 6) Asphalt driveways.

Section 2.02 Guidelines for Construction, Alteration, & Maintenance

All new construction, additions, remodeling, maintenance or repairs to the exterior of your unit must follow these guidelines.

- (a) The basic architectural design of the building shall remain constant throughout the complex.
- (b) Additions shall use the same material as the existing structures and shall conform to the designs and sizes previously approved by the Board.
- (c) Decks, Patios and Balconies.
New, remodeled or replaced decks must be in substantial conformity to those in existence. Decks may not extend more than 18 feet from the patio door wall of the unit, nor may they extend beyond the width of the unit.

Patios, balconies and decks may not be enclosed in any other manner than the style of railings/fences that exist. Any other alterations will require prior *written* approval from the Board.

- (d) Antennas.
No antennas of any kind may be attached to any part of the building exterior or on the common elements other than those listed below;
18" DSS Dish.
- (e) Awnings or sunroofs.
No awning, canopy, or shutter of any type is permitted on the front of any unit.

(f) Doors.

Doors at the front entry of the unit shall remain the same color, style and material as the original - solid wood¹ and batten strips. (See Exhibit E.) Alternates such as steel doors are permitted, with *written* Board approval in advance, when consistent with the original flat panel and vertical stripes in bronze, brown or wood-grained colors. (See Exhibit F.) The configuration of the door shall remain as the original with a similar sized side-light on one side of the entry door. Alternatives such as a double-door with identical panels are permitted. (See Exhibit G.) Sidelights, where used, may be clear, etched, leaded, or stained glass. (See Exhibit H.) Storm door installation is the responsibility of the builder or unit owner and shall be bronze or brown in color, of the full view style and must be maintained by the unit owner. (See Exhibit I.) Maintenance, repairs and replacement of entry and storm doors are the responsibility of the unit owner.

(g) Windows.

There should be no variance from the shape and size of windows now in existence on the buildings.

(h) Garages.

Garage doors shall remain the same style, material and color of stain/paint as the original - solid wood¹ and batten strips. (See Exhibit J.) A permitted alternative, with *written* Board approval in advance, is the Clopay Gallery Collection Long Panel Models GD1LP, GD1LU, GD2LP or GD2LU. Color: Ultra-Grain Oak Walnut Finish. If and when painting is required later, barring options to reproduce a fresh grain finish, the color will be returned to the Association standard building color at the Association's cost. If and when the product is no longer produced by this manufacturer or this manufacturer is no longer available the door shall be of a 4 X 4 pattern of panels – 4 rows of 4 columns in a wood grained Dark Walnut finish or a solid color of bronze or brown. (See Exhibit K.) Maintenance (other than painting), repairs and replacement of overhead doors are the responsibility of the unit owner.

Address numerals (maximum size: 4 inches) shall not be considered an alteration.

(i) Owner Maintenance.

Exterior maintenance and repairs should be undertaken regularly to maintain the esthetics of the community. The Board shall from time to time monitor the exteriors of units and reserves the right to notify the unit owner if it appears the units is in need of maintenance or repair. If a unit owner fails to undertake this work, the Association will conduct work on the unit after notice, and the owners will be assessed all costs, as described in the due process Article V Section 5.03.

¹ Wood options include solid, laminated layers, laminated veneers, particle (Melamine) board, wood composites and the like.

Section 2.03 Notification and Approval Process

- (a) Any contemplated alterations to your unit's exterior must have prior *written* approval of the Board. Please submit your plans (including a copy of the contractor's certificate of liability insurance) at least 30 days in advance to allow enough time for the review/approval process. Plans should be specific and clearly define the proposed size and materials to be used. *Under no circumstances may construction begin until the owner has received written approval from the Board and if required the City of Palos Hills.* Failure to comply shall result in implementation of the due process provisions Article V Section 5.03

Section 2.04 Sources for materials/services

- (a) Contact the Management Company for sources of approved licensed contractors and materials for projects on the units when needed.

Section 2.05 Exterior Maintenance Undertaken by the Association

- (a) Exterior Maintenance shall be undertaken by the Association at its expense for the cleaning and treatments to restore ultra-violet light protection and add inhibitors for algae and moss growth of the units' roof at such times and upon such intervals as the Board deems reasonable. Further, repair and replacement of the roof structures shall remain the unit owner's obligation and expense.
- (b) The Association shall provide at its expense, using the approved construction materials stated above, staining/painting (Oxford brown) only of the siding, fascia, soffit, trim, and garage doors of the units at such times and upon such intervals as the Board deems reasonable. Decks and balconies are the unit owner's responsibility. Repairs shall remain the unit owner's obligation.
- (c) The Association shall undertake at its expense, using the approved construction materials stated above, the repair and replacement of the sidewalks and driveways as the Board deems necessary.

Article III. SALES AND TRANSFERS OF UNITS

In the event of any resale of a unit the following rules shall apply, except to the extent they are in conflict with the Condominium Property Act (“The Act”), in which case the provision of “The Act” shall take precedence.

Section 3.01 Signs, Displays and Advertisements

- (a) For rent, for sale, open house or other signs, banners, displays or advertisements are prohibited on any portion of the common or limited common elements, on the unit, or visible from the interior of a unit.

Section 3.02 Contract of Sale

- (a) Unit owners shall provide the Management Company and the Board with a complete signed, legible copy of the Contract of Sale when executed, including any additional terms and conditions, as soon as possible after receipt but not less than 30 days prior to closing.
- (b) The seller is legally responsible to ensure that the buyer receives a copy of the Amended and Restated Declaration and the Rules and Regulations when executing the contract. Copies are available from the Management Company for a fee and from the Association’s web site **www.hiddenlakeestates.org** for free.
- (c) The Board must be given written verification that the buyer(s) has received, read, and agrees to comply with the Amended and Restated Declaration, Bylaws, and Rules and Regulations. A Compliance Agreement form (Exhibit A.) will be sent to the buyer by the Management Company after receipt of the Contract of Sale. This must be signed by the buyer(s) and returned to the Management Company and will be included as part of the criteria for release of the closing documents.

Section 3.03 Closings

- (a) Unit owners shall advise the Management Company of the date and time of closing 30 days prior to closing or immediately after scheduling closing.
- (b) The Management Company must follow certain procedures to prepare and release the necessary closing documents. The unit owner requests this process to begin when submitting the Contract of Sale as described above. They will advise you of the fee for preparing the closing documents.
- (c) The Management Company will consider the status of the owners’ account as part of the criteria for release. All past due amounts, if not paid before closing, must be settled at closing.
- (d) See Article V Section 5.01 for insurance requirements.

Section 3.04 Notifying your Brokers and Attorneys

- (a) It is the seller's and buyer's responsibility to advise real estate brokers and attorneys of the Hidden Lake Association requirements. This includes preventing improper display of Broker's signage. Compliance will avoid any delay in providing the closing documents in a timely manner.

Section 3.05 Right of First Refusal

- (a) The Board acting on behalf of the other unit owners shall have the first right and option to purchase such unit upon the same terms, which option shall be exercisable for a period of thirty (30) days following the date of receipt of a notice of contract. If the Board's notice to purchase is not exercised within thirty days, the unit owner may, at the end of thirty days and at any time within ninety (90) days after the expiration of said period, proceed to consummate the sale of the unit to the proposed purchaser named in the notice upon the terms specified therein. If the unit owner fails to close the sale within ninety days, the unit ownership shall again become subject to the Boards right of first refusal as set forth in the Amended and Restated Declaration.

Article IV. LEASES, TENANTS AND NON-RESIDENT UNIT OWNERS**Section 4.01 Unit Owner Contact Information**

- (a) All unit owners who do not reside in a unit owned by them must provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating a unit owner who fails to provide such information shall be assessed to that unit owner's account.
- (b) Unless otherwise provided by law, any unit owner who fails to provide such information shall be deemed to have waived the right to receive notices and mailings at any address other than the address of the unit. The Association is not liable for any loss, damage, injury or prejudice to the rights of said unit owner caused by delay in receiving notices or mailings resulting from failure to provide the proper mailing address for such notices and mailings.

Section 4.02 Lease Pre-Approval Process

- (a) Prior to leasing of any unit to parties other than the owners or beneficial interest holders, the unit owner must supply the proposed tenant with copies of the Amended & Restated Declaration, Rules and Regulations and, *prior to occupancy by the tenant*, submit the proposed written lease to the Board or the Management Company, and a signed Compliance Agreement (see Exhibit A) available at the end of this document, from the Management Company, or from the Association's web site. Failing to do so shall result in the Board or the Management Company giving written notice to the owner (landlord) and proceeding with actions and fines against the owner under the provisions of "The Act".

Section 4.03 Enforcement Expenses

- (a) Any and all expenses incurred as a result of the violation of Section 4.02 above shall be chargeable against the unit owner.

Section 4.04 Lease Terms

- (a) Each unit owner is hereby informed that the Association does not permit leases for a period of less than six (6) months nor leases which are not in writing. No unit owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes.

Section 4.05 Tenant Violations

- (a) Tenant violation of the Amended and Restated Declaration, Bylaws, or Rules and Regulations shall subject the owner to legal action by the Board at the expense of the unit owner.

Section 4.06 Leases Before and After Rules Amendment

- (a) The provisions of this section shall apply to all leases entered into after the date of adoption of these amended Rules and Regulations. Those provision contained herein applying to violations shall pertain to all existing leases.

Article V. ADMINISTRATIVE

Section 5.01 Homeowner Insurance Requirement

- (a) The Association retains a master insurance policy covering the exterior, interior and structure of the buildings and individual units as required by Section 12 of “The Act”.
- (b) Unit owners are still required to insure at their personal expense 1) the inside structure of their individual units, 2) their personal property, and 3) their personal liability. This is typically referred to as an HO-6 policy. **IMPORTANT:** the master policy covers unit interiors only to a certain degree and, only then, in the event the Association makes a claim for damages on their policy.
- (c) Unit owners should request a Certificate of Insurance for the Association’s master policy from the Association’s Agent – current contact information can be had from the Management Company. This document is required by lenders, and can assist in your determination of your insurance needs with your Agent. **IMPORTANT:** The Association cannot advise what level of coverage an owner will need for the owner’s policy. Due to insurance shifting responsibility to Association Members for wind or hail damage, owners are advised to have ‘Loss Assessment Coverage’ of at least \$5,000 if not \$10,000 in their HO-6 policy.
- (d) All buildings are contained within two (2) FEMA low risk zones at this time. Most are within “Zone X – Area of Minimal Flood Hazard” and a few within “Zone X - 0.2 Percent Annual Chance Flood Hazard”. Flood insurance is not required but may be purchased by an owner for peace of mind or required by their mortgage.

Section 5.02 Monthly Assessments

- (a) Assessment payment due the 1st of every month. Payable by the 10th of every month. Considered late after the 15th of the month. Late fees apply automatically on day 16 or the first business day following. This refers to the actual date of receipt by management office, not the postmark. Late fee not to exceed 18% of monthly assessment payment.
- (b) Assessments received after the stipulated time will be subject to a \$50 late-fee.
- (c) As required by Section 18(h) of “The Act”, the Association shall provide any unit owner, upon ten (10) days’ notice to the Board or the Management Company, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such owner. In accordance with the Statute, the Association may charge a reasonable fee for this service.
- (d) When the Association’s Board engages a vendor to reduce the tax valuation of the property, charges that are incurred for this reduction shall be shared equally

between the members and this re-payment for the charge to the Association shall be collected as part of the monthly assessment in the first month after the amount of the charge is known.

Section 5.03 Owner Violations & Procedures

- (a) In the event of violations of any of the provisions of the Amended and Restated Declaration, By Laws or Rules and Regulations of the Association, the following shall occur:

A “Notice of Violation” form (Exhibit B.) and a “Request for Hearing” form (Exhibit C.) or a letter conveying the same is sent by the Board or the Management Company by Certified Mail, Return Receipt Requested.

Within thirty (30) days after notification of a violation, unit owner may submit a request in writing (Exhibit C.) or a letter conveying the same to the Management Company for a hearing before the Board.

All hearings will be held at the earliest possible date after receipt of request, but not later than thirty (30) days after receipt. Hearings are subject to being reconvened after 30 days if a quorum cannot be present for the initial hearing.

At the hearing, the Board shall hear and consider arguments, evidence or statements pertaining to the alleged violation. Following the hearing and after due consideration, the Board will render its determination and notify the unit owner within seven (7) days. The decision of the Board shall be final and binding on the unit owner.

If no request for hearing is filed within the specified thirty days, a hearing will be considered waived and the charge of a violation shall stand.

If the unit owner continues to violate the rules for thirty (30) days after receipt of notice of violation, or notice of hearing determination a fine shall begin to be assessed in the sum of \$10 per day retroactive to the date of the notice of violation or the date of the notice of hearing determination. (Except for Architectural Control or Damage to Common Elements as noted below.) The fine will continue until the violation is corrected.

If the matter is not resolved within sixty (60) days, the Board has the right to turn the matter over to the Association attorney for appropriate legal action. In such cases, the unit owner will be notified by Certified Mail, Return Receipt Requested. Any legal fees, costs or expenses and fines incurred shall be charged to the unit owner’s account.

- (b) **Damage to Common Elements.**

If a unit owner or a lessee damages the common elements, the unit owner will be notified in writing by the Board or the Management Company by Certified Mail,

Return Receipt Requested. This notice shall be accompanied by a “Request for Hearing” form (Exhibit C.) or a letter conveying the same and all procedures and due process described above will apply.

If the damage is not corrected within 30 days after date of notice of damage or date of notice of hearing determination, the Board will assess a fine of \$10 per day starting on day 31 until the correction is made. Alternatively, the Board may have the damage corrected and the unit owner will be charged with the full cost of the labor and material required to correct the damage, plus fines incurred.

(c) Architectural Control.

Unit owners will receive a “Notice of Violation” (Exhibit B.) or a letter conveying the same for architectural violations as per Section 2.02(i) on page: 11 by the Board or the Management Company by Certified Mail, Return Receipt Requested. This notice shall be accompanied by a “Request for Hearing” form (Exhibit C.) and all procedures and due process described above will apply.

If correction or the repair of the architectural/maintenance violation is not undertaken within sixty (60) days after date of notice of violation or date of notice of hearing determination, the Board will assess a fine of \$10 per day starting on day 61 until corrected.

If a unit owner fails to take corrective action the Association may correct the violation and the unit owner will be charged with the full cost of the labor and materials required to correct the violation, plus fines incurred.

(d) Payment of Fines and Charges.

At the conclusion of any such violation, damage, or architectural event, the total amount of fines and charges will be assessed to the unit owner’s account. All such assessments are payable in full within 60 days of the assessment. Failure to pay fines and charges within this time period shall subject the unit owner thereafter to further action by the Board.

Section 5.04 Owner Grievances & Procedures

- (a) Owners may disagree with Board actions and therefore require some avenue to manage the concern or complaint beyond the Board Members themselves. The Illinois Condominium and Common Interest Community Ombudsperson Act gives owners a final recourse after internal procedures, defined here, are followed and completed should they feel the internal process insufficient.
- (b) Owners may approach the Associations’ Management Company with any concerns of any kind including violations of governing documents, violations of local, state, and federal laws, or perceived errors in Board actions. The form “Request for Intervention” (Exhibit D) should be completed as fully as possible, signed and dated and sent receipt requested mail to confirm delivery. An email or facsimile shall be provided while the paper is in route.

- (c) The Associations' Management Company shall apply their known skills in such matters using whomever within their firm they may require at the current contracted hourly rate to assist the owner with their concern however the owner and agent determine this is best accomplished. The Associations' Management Company will provide the required arbitration to resolve the owners concern and inform the Board of its decision.
- (d) This must be completed with 39 calendar days of the written form's postmark date. The Management Company's decision will be sent by mail, clearly identified as "FINAL", and be binding on the parties. An email or facsimile shall be sent while the paper is in route.
- (e) Should the Association Management Company determine the Board has in fact erred or otherwise violated some statute, they shall direct the Board members to modify such actions as to be in compliance from that day forward. The past time is either a non-issue or serious matters fall to the Board's insurance from such inadvertent actions that create harm of any kind. And similar to the insurance, the Management Company will charge general expenses to the Association for the costs incurred as the service is provided to all members equally.
- (f) Should the Association Management Company determine the Board has acted appropriately the unit owner's account will be billed directly. While nothing is expressed or warranted here, many issues may fall to the simple opening of communication on a matter as a normal activity in the course of a day and have no specific costs involved.

Section 5.05 Harassment, Interference and Civility

- (a) Owner freedom
It is given, all owners and residents have rights to their privacy and the right to the quiet enjoyment of their home and the common areas without harassment or interference from neighbors, the Board, Committee members, management or vendors. Any owner that has a perception of their rights being violated is encouraged to file a formal owner grievance as defined within these Rules and Regulations.
- (b) Board freedom
The Association recognizes that Board members and Committee members are volunteers, and wishes to encourage Owners to serve as members of the Board and Committees and to prevent against verbal, written or physical harassment or interference of the Board and its Committees. Accordingly, it is hereby made a violation of these Rules and Regulation for any owner, tenant, invitee, licensee, guest or other occupant of the Association to directly or indirectly attempt to harass or otherwise interfere with a member of the Board or its Committees while acting in his or her capacity as a Committee member or Director or Officer of the Board or to take any action to communicate at an unreasonable hour, to harass

whether verbally, in writing, physically, or to otherwise threaten or interfere with the right of quiet enjoyment of any member of the Board or its Committees because of any action taken by that Board or Committee member on any issue pending or expected to be pending before the Board.

It shall further be made a violation of these Rules and Regulations for any owner, tenant, invitee, licensee, guest or other occupant of the Association to harass or otherwise interfere with the duties and responsibilities of the Association's Property Manager. Members shall at all times conduct themselves in a courteous and neighborly manner towards the Property Manager and shall not take any action to harass whether verbally, in writing, physically, or to otherwise threaten or interfere with the tasks and duties of the Property Manager.

If the Association incurs any expense or cost to protect against harassment or interference, the cost shall be chargeable to the Owner in violation of this rule and addition to all other legal remedies available under Illinois law.

(c) Vendor freedom

No Member may contact any vendor, employee or contractor of the Association without the express *written* consent of the Board. The Association shall cause a list of approved contacts to be sent to each vendor, employee or contractor to prevent conflicting messages, the ordering of unapproved work and/or services, or otherwise interfering with any vendor, employee or contractor. No Member may communicate with any vendor, contractor or employee in any manner while the vendor, contractor, or employee is on Association property and/or the individual Owner's property in the performance of their obligations to the Association. Nothing herein shall prevent an Owner from contacting a vendor, employee or contractor if the communication is solely related to work contracted by the Owner and to be paid by the Owner as a separate service and/or charge. In the event any Owner has a comment or complaint concerning any vendor, they are directed to contact the Association's Property Management and are not permitted to communicate directly with the vendor, contractor or employee. Any violation of this contact rule will be deemed a violation of the Association's Rules and Regulations and enforced pursuant to Illinois law and the Association's governing documents.

If the Association incurs any expense or cost to protect vendors against harassment or interference, the cost shall be chargeable to the Owner in violation of this rule and addition to all other legal remedies available under Illinois law.

(d) Civility Pledge



Community Association Civility Pledge

A commitment to fostering a climate of open discussion and debate, mutual respect, and tolerance between all who live in, work in, and visit our community.

1. **We expect each individual**, whether a resident, guest, board or committee member, community association manager, staff member, business partner, or contractor, to be accountable for his or her own actions and words.
2. **We believe all interactions in the community should be civil despite any differences of opinion on a particular issue.** We believe in finding common ground and engaging in civil discussion about community issues important to each of us.
3. **We vow to respect all points of view and will strive to provide a reasonable opportunity for all to express their views openly—without attacks and antagonization.** We agree to keep our discussions focused on the business issues at hand, as well as on the ideas and desired outcomes.
4. **We urge all residents to be engaged and informed.** Get to know your neighbors, your board members, and your community manager. Attend meetings, join a committee, or serve on the board. Understand the community's rules, regulations, and covenants, and the value they add. Ask questions, share your opinions, and vote.
5. **We also encourage all residents to review Community Associations Institute's (CAI) Rights and Responsibilities for Better Communities.** The principles laid out in the document can serve as important guideposts for all those involved in our community: residents, guests, board and committee members, community association managers, staff members, business partners, and contractors. Read more at www.caionline.org/RightsandResponsibilities.
6. **We believe these commitments to civility, as well as engaged and informed residents, are a vital part of our shared goal of being a vibrant, thriving community.**

These commitments are guiding principles. They are not governing documents or legally enforceable and do not give rise to penalties if they are not followed.

If you agree with these commitments to civility, please sign and return the document.

Hidden Lake Estates Condominium Association

COMMUNITY ASSOCIATION NAME

The 10th day of June, 2020

ADOPTION DATE



By the creation and adoption of the CAI Civility Pledge, the College of Community Association Lawyers (CCAL) recognizes the importance of civility in community association governance. Complete and email your civility pledge to government@caionline.org. For questions, call (888) 224-4321.

Step-by-step what the rules say about fines:

Violation (ex. Uninsured hot tub, has dangerous pet, stores RV on turf.)

1. Notice/Determination given (Either a hearing is held or the hearing is waived.)
2. Guilty – No; all done (Board must be wrong in claim)
3. Guilty – Yes; next
4. Owner “obeys” within 30 days = Yes; all done, no fines, stop here.
5. Owner “obeys” within 30 days = No; continue, read on.
6. Fine begins on day 31 retroactive to date of notice/determination
7. Resolved in 30 days from this date?
8. Yes; fine assessed start to end; all done
9. No; fine assessed start to end of further action, plus further action
10. Payment due in 60 days from assessment date.

Damage (ex. Drove into landscaping, spills paint on street, tampers with fixtures.)

1. Notice/Determination given (Either a hearing is held or the hearing is waived.)
2. Guilty – No; all done (association must fix damage or find guilty party)
3. Guilty – Yes; next
4. Owner “fixes” in 30 days = Yes; all done, no fines, stop here.
5. Owner “fixes” in 30 days = No; continue, read on.
6. Fine begins on day 31
7. Resolved in 60 days from start of fine?
8. Yes; fine assessed from day 31 to end; all done
9. No; fine assessed start to end of further action, plus further action
10. Payment due 60 days from assessment date.

Architectural (ex. Bad gutters, broken lighting, boarded-up windows)

1. Notice/Determination given (Either a hearing is held or the hearing is waived.)
2. Guilty – No; all done (Board must be wrong in claim)
3. Guilty – Yes; next
4. Owner “starts to fix” in 60 days = Yes; all done, no fines, stop here.
5. Owner “starts to fix” in 60 days = No; continue, read on.
6. Fine begins on day 61
7. Resolved in 60 days from start of fine?
8. Yes; fine assessed day 61 to end; all done
9. No; fine assessed day 61 to end of further action, plus further action
10. Payment due 60 day from assessment date.

Article VI. ENFORCEMENT AUTHORITY

The Board shall have such additional reasonable powers to implement these Rules and Regulations as granted under Illinois State Law.

EXHIBITS

Exhibit A: *Compliance Agreement*

Name: _____

Address: _____

I/We, _____, have read the Amended and Restated Declaration of the Hidden Lake Estates Association as well as the Rules and Regulations, and as an owner or lessee, do hereby agree to abide by all articles of the Amended and Restated Declaration and the Rules and Regulations.

Signed: _____
owner/lessee

owner/lessee

Date: _____

Exhibit B: *Notice of Violation*

You are hereby notified, as the owner of Unit ____, in the Hidden Lake Association of Palos Hills, Illinois, that you are charged with the following violation of the ASSOCIATIONS'S AMENDED AND RESTATED DECLARATION, BYLAWS OR RULES AND REGULATIONS:

The Association is governed by its Amended and Restated Declaration, Bylaws and Rules and Regulations. Violations subject you to fines and/or other actions as stated in the Enforcement Procedures. Some violations may result in the Association correcting the violation and assessing the full cost of the correction to your account. Some situations may result in legal action.

If you believe the charges to be unjustified, you may request a hearing within thirty (30) days. A Request for Hearing form is enclosed.

Please refer to your Rules and Regulations or Amended and Restated Declaration for further information.

Hidden Lake Estates Condominium Association

By _____

Date:_____

Exhibit C: *Request for Hearing*

I hereby request a hearing on the charges made against me as contained in the Notice of Violation Date _____, 20____ alleging a violation of the Amended and Restated Declaration, Bylaws or Rules and Regulations of the HIDDEN LAKE ESTATES CONDOMINIUM ASSOCIATION.

Owner's Name (printed)

Signature

Address

City, State, Zip Code

Telephone: work

home

Date

Exhibit D: Request For Intervention

PLEASE NOTE: A Request for Intervention Form must be completely filled out or the complaint will not be considered valid by the Board. Complaints may not be submitted anonymously.

Name: _____

Address: _____

Phone Number: _____

Email Address: _____

Complaint Levied Against: _____

Basis: _____

Please attach any and all documentation which supports or otherwise forms the basis of your complaint.

I hereby attest that I am an owner with the Association and this information is true and accurate to the best of my knowledge. I further agree to cooperate with the Association to provide any and all information deemed necessary by the Board of Directors to investigate this complaint.

Signature

Printed Name

Date

Exhibit E: Wood Entry Door



Exhibit F: *Steel Entry Door*



Exhibit G: Entry Door with Sidelight V. Double-Door



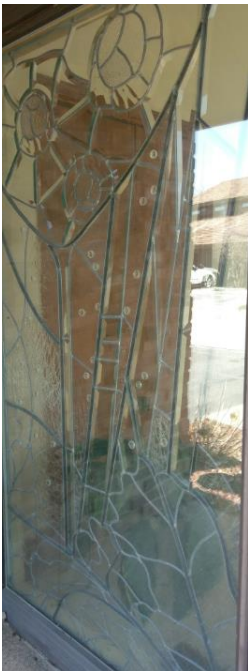
Exhibit H: Sidelights



Clear



Etched



Leaded



Stained

Exhibit I: *Full View Storm Door*

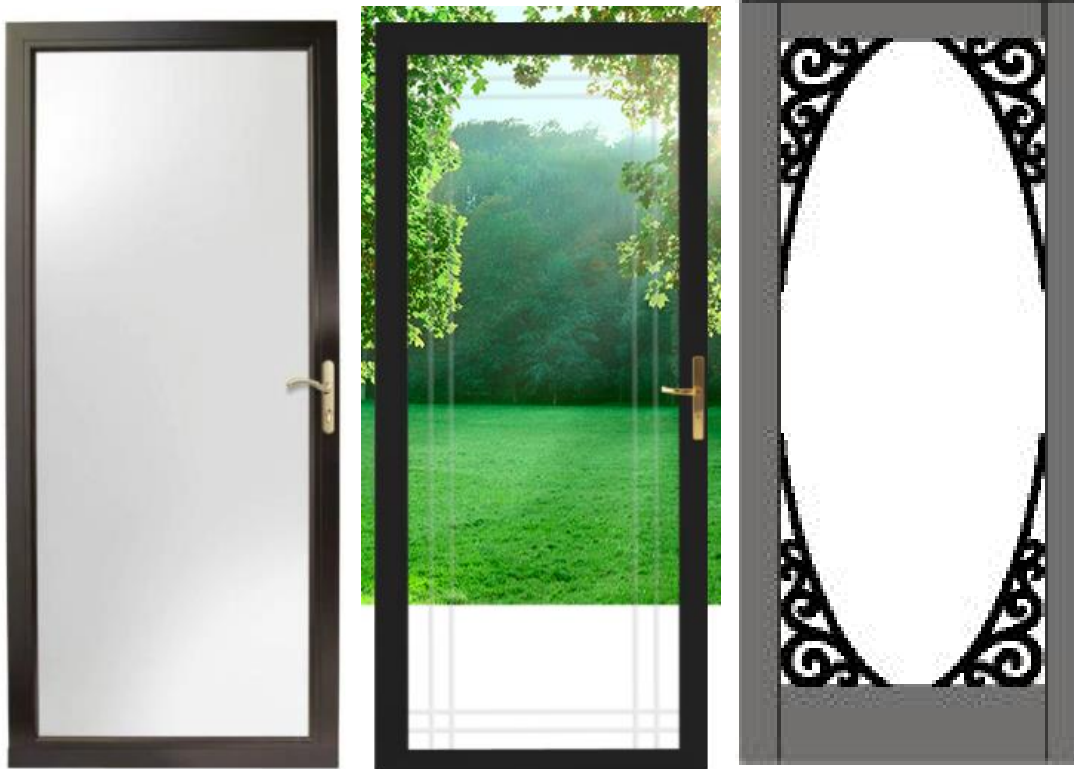


Exhibit J: Wood Overhead Door



Exhibit K: Steel Overhead Door



Exhibit L: *Garbage and Recycling Details*

Pick-up Days:

- Tuesdays: Garbage and Recycling.
- Fridays: Garbage only.
- Exceptions: At this time, Groot South provides HLE services and shifts days to 1 day later on: New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Instructions:

- All Garbage and recycling must be placed in supplied approved containers ONLY. (Groot drivers are not expected to leave their vehicles to affect garbage and recycling pick-up.)
- Containers should be placed in the street facing the street with space between containers and parked vehicles. See the instructions on the container lids.
- Garbage includes organic wastes (food and pet waste), food packaging and stained paper, textiles and clothing, and other non-hazardous or non-recyclable materials.
- Recyclable items are detailed on the following page.
- All pick-up times are 9:00am or later to help avoid any need to put containers out the night before the day of pick-up. Placing containers out prior to 9:00 pm the night before is strongly discouraged.
- Containers must be returned to indoor storage on the day of pick-up.
- Furniture, appliances, electronics, anything not defined above, requires that specific arrangements be made for Special Pick-ups, for which residents may be charged a fee, depending on the item(s).
 - Residents are responsible for calling our Management Company to arrange for Groot Special Pick-ups.
 - Do not place items for Special Pick-up at curb prior to 9:00 pm the night prior to the promised pick-up day.
 - Fees are determined by Groot. Discuss details regarding the item, size, weight, and if it is an electronic of some kind.
 - NOTE: not all things are possible.

Other Resources:

Best Buy and other electronic retailers, repair shops, and community centers provide electronic recycling. Most items are free but some items like TV and computer monitors may have fees. Some local recycling centers can be found. The Groot web site provides search tools as does Google, and so on. 1-800-GOT-JUNK, and their kind, are available as well. Consider charities for gently used items; many offer pick-up services with a simple phone call. Animal shelters appreciate clean old newspapers (without inserts).

PAPER

- Newspaper (with inserts)
- Magazines/Catalogs
 - Glossy & Non-glossy
- Telephone Directories
- Office/School Paper
- Advertising/Junk Mail
- Kraft Brown Paper Bags
- Corrugated Cardboard
- Paperboard/Chipboard
 - Cereal Boxes
 - Pasta Boxes
 - Clothing Boxes
 - Tissue Boxes

PLASTIC

- All plastic bottles and containers with these symbols' underneath.



-
- Examples are:
 - Plastic beverage and food containers
 - Milk, water and juice bottles
 - Liquid detergent, fabric softener, bleach, shampoo
 - Yogurt cups
 - Vegetable oil bottles

METAL

- Aluminum Cans
- Steel or tin cans

GLASS

- Bottles and jars only.
- Brown, green and clear glass.

- All materials may be mixed together.
- Paper may be placed in paper bags (optional).
- Flatten all corrugated cardboard and paperboard boxes.
- Remove any non-paper packing material
- Rinse all recyclables free of food residue and remove lids.
- Use PAPER bags when possible.
- It is okay to leave the caps on your plastic containers.

DO NOT: For the Love of Recycling

- **DO NOT:** recycle wire hangers (please return to your cleaners).
- **DO NOT:** recycle mirrors, light bulbs, window glass, or ceramics in recycling container.
- **DO NOT:** include soiled paper fibers (oily pizza boxes, paper napkins, etc.)
- **DO NOT:** recycle batteries.
- **DO NOT:** place materials in plastic bags.
- **DO NOT:** include styrofoam, wood, plastic film, plastic bags, plastic toys, or diapers in recycling containers.
- **DO NOT:** recycle electronics.

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