



**THE INVERRARY**

**CONDOMINIUM**

**ASSOCIATION**

**HOMEOWNERS' HANDBOOK**

**AND**

**RULES & REGULATIONS**

**EFFECTIVE JANUARY, 2008**

## TABLE OF CONTENTS

### PART 1. GENERAL INFORMATION AND BOARD POLICIES

- I. INTRODUCTION TO THE RULES AND REGULATIONS
- II. THE BOARD, BOARD MEETINGS AND ASSOCIATION RECORDS
- III. THE MANAGING AGENT
- IV. THE INVERRARY ASSOCIATION DECLARATION, BY-LAWS AND RULES AND REGULATIONS
- V. DEFINITIONS
- VI. POLICY CONCERNING MONTHLY MAINTENANCE ASSESSMENTS
- VII. POLICY CONCERNG PROSECUTION OF VANDALISM

### PART 2. ASSOCIATION RULES AND REGULATIONS

- VIII. USE AND APPEARANCE OF PROPERTY
  - A. BUILDINGS AND YOUR UNIT
  - B. COMMON PROPERTY
  - C. FLOWERS
  - D. SEASONAL DECORATIONS
  - E. SIGNS
  - F. WASTE DISPOSAL
- IX. PERMITTED VEHICLES, DRIVING AND PARKING
  - A. GENERAL RULES
  - B. SPEED LIMIT – 15 MPH
  - C. VEHICLES
  - D. PARKING
  - E. PARKING DURING WINTER MONTHS
  - F. PARKING DURING PAVEMENT REPAIR, SEALCOATING, ETC.
  - G. ENFORCEMENT OF VEHICLE AND PARKING RULES
- X. PETS
- XI. SWIMMING POOL RULES AND REGULATIONS
- XII. ENFORCEMENT POLICY FOR RULES
  - A. THE FILING OF A COMPLAINT
  - B. VIOLATINS AND NOTICE OF VIOLATION
  - C. FINE SCHEDULE
  - D. PROCEDURES TO REQUEST A HEARING
  - E. SEVERABILITY

**PART 3. GENERAL INFORMATION**

**XIII. THE INVERRARY AREA AND ITS GOVERNMENTAL SERVICES**

**XIV. MAJOR AREAS OF SERVICE PERFORMED BY THE ASSOCIATION**

**XV. USEFUL TELEPHONE NUMBERS**

**APPENDIX A CUL-DE-SAC PLANS – SHOWING PARKING AND SNOW DUMP AREAS**

**APPENDIX B VIOLATION COMPLAINT – WITNESS STATEMENT**

**APPENDIX C NOTICE OF VIOLATION**

**APPENDIX D REQUEST FOR HEARING**

**APPENDIX E BOARD DETERMINATION OF VIOLATION**

**APPENDIX F SATELLITE DISH INDEMNIFICATION AGREEMENT**

## **PART 1 – GENERAL INFORMATION AND BOARD POLICIES**

### **I. INTRODUCTION TO THE RULES AND REGULATIONS**

The residents of the Inverrary Association are governed by the provisions of your Condominium Declaration, the Master Declaration, By-Laws and the Illinois Condominium Property Act.

Under these documents and pursuant to the By-Laws, the Board of Directors of the Inverrary Association has the power to adopt rules and regulations governing the day-to-day use of the common elements and activities of our residents as well as the details of the administration, operation and use of the buildings and grounds.

The Rules and Regulations detailed in this booklet are designed to enhance the lifestyle of all our residents and to provide comfortable surroundings, appreciating property values and orderly administration of the Association; however, these goals can only be achieved through the cooperation of all residents. Thus, while all residents are legally obligated to observe these rules, your voluntary acceptance and faithful observance will contribute even more toward developing standards that ensure our mutual comfort, convenience, safety and security. As “partners” it should be the desire of all of us to want the highest standards of dignity and quality for the Inverrary Association.

In fairness to all residents, the Board and Management must enforce these Rules and Regulations consistently. Any repeated violation will result in appropriate actions being taken by the Board in accordance with its powers and duties on behalf of the entire Association.

The basic theme in establishing these Rules and Regulations is a consideration for your fellow residents, a respect for the property and a goal for harmonious organized community living. Your cooperation will be appreciated in adhering to these Rules. They will be enforced equally and violations will be firmly addressed.

**PLEASE KEEP THIS HANDBOOK FOR EASY REFERENCE**

## **II. THE BOARD, BOARD MEETINGS AND ASSOCIATION RECORDS**

The Board of Directors of the Inverrary Condominium Association consists of seven (7) members who are elected at the Annual Meeting held the first Monday in June of each year. The members serve a two-year term with four (4) members elected at the Annual meeting of even-numbered years and three (3) members elected at the Annual meeting of odd-numbered years. The Board selects its President, Vice President, Secretary, and Treasurer from among its members. Other members serve as community liaison, cul-de-sac representative leader and newsletter editor.

The Board of Directors has established a policy of monthly Board meetings to be held on the second Wednesday of each month, except December, when there generally is no Board meeting and June when the regular meeting is held in conjunction with the Annual meeting the first Monday in June. Official notice of these meeting is made through the Association's newsletter "The Inverrary News."

Association records are available for inspection by unit owners during normal business hours at the office of the Association's Manager. Reasonable prior notice to the Association's Manager is required in order to inspect these records. All additional costs associated in searching past year(s) records as well as copying costs will be borne by the requesting unit owner.

The Board is responsible for ensuring that the Association is properly managed and that the Declaration, By-Laws, Rules and Regulations and State Condominium Law are not violated. To that end, the Board has provided for the enforcement of these provisions through the procedures enumerated later in this booklet.

Owners and residents may contact Board members directly concerning Association related matters. However, if a Board member considers such contact to be abusive or harassment, that Board member may report such contact as a violation of these Rules and Regulations and subject to the normal

enforcement procedures. Management should be called directly for maintenance – related problems rather than asking a Board member to do it.

The Manager may request emergency information and/or other information which may be required by law. The forms for such information must be returned by the date stipulated. Failure to do so shall result in the levying of a \$20.00 administration fee with the second request. Failure to respond to this second request shall result in the levying of a \$100.00 fine. Any information contained in these forms shall be retained by the Manager in a confidential manner, for use in emergency situations. Additional fines shall be levied until the requested information is provided. Owners renting out their units must provide a copy of the lease to management within 15 days of that lease becoming effective. Owners must immediately provide a copy of these Rules and Regulations to tenants and explain the importance of abiding by the rules to tenants.

Lists of unit owners and other information may not be used for any commercial purposes by any unit owner or other person or entity. Unit owners acquiring such list or other Association records and/or information may not use such list or information for commercial purposes or for sale to others.

Violation of this provision shall subject such individual to a fine of \$500.

### **III. THE MANAGING AGENT**

The Board employs a management firm to handle the day-to-day administration of The Inverrary Association in the manner directed by the Board.

The Manager's responsibilities are numerous. They range from calculating, mailing and collecting monthly assessment fees from each unit owner, helping the Board prepare an annual budget and handling homeowner problems, to writing specifications for various bid projects such as painting, landscaping, and snow removal and ensuring that each contractor is fulfilling the job requirements. A complete description of the job responsibilities of the Manager's contract is available for review by any unit owner.

In emergency situations, the Managing agent, police (Sheriff) and fire personnel or duly authorized agents of the Board may need to enter a unit. Owners will be contacted prior to such entrance should circumstances permit such prior notification.

Should you have any questions or need help in any matter relating to your home or the Association, please contact the Manager.

The current management firm is:

Lieberman Management Services, Inc.  
25 Northwest Point Blvd., Ste. 330  
Elk Grove Village, IL 60007

(847) 459-0000

LMS' hours are from 9:00AM to 5:00PM, Monday through Friday. Emergency calls are answered by an answering service and referred immediately to a Lieberman representative. If a new management company is employed, owners and residents will be notified of this change through the newsletter.

Residents and owners are encouraged to contact the management firm concerning Association related matters. However, abusive and harassing treatment of the manager, management employees, vendors or

other residents will be deemed a violation of these Rules and Regulations and subject to reporting and normal enforcement procedures.

After hours **non-emergency** calls to Management shall be deemed a violation of these Rules and Regulations and subject to reporting and normal enforcement procedures.

Management currently maintains a website for Inverrary allowing unit owners to interact with management through emails and obtain property information. The website address is:

[www.liebermanmanagement.com](http://www.liebermanmanagement.com). If you need assistance in setting up your account, please call customer service at 847/459-0000.

#### **IV. THE INVERRARY ASSOCIATION DECLARATION, BY-LAWS AND RULES AND REGULATIONS**

When the Inverrary Condominium Association was established, a formal Declaration of Condominium and By-Laws were written and recorded in the Lake County Recorder of Deeds' office as a permanent record providing the guidelines under which the Inverrary Association operates. Owners receive a copy of this Declaration, which contains the By-Laws when they purchase their unit. All owners are bound to the provisions of the Declaration and By-Laws.

The Declaration provides that the Board may adopt Rules and Regulations to augment the provisions of the Declaration to provide comfortable surroundings, appreciating property value, and the orderly administration of the Association.

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in this document. To the extent that the provisions of the applicable law, the Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of the applicable law shall first control, followed by the provisions of the Declarations, the By-Laws and the Rules and Regulations, in that



order. In other words, a violation of the Declaration or By-Laws shall be deemed a violation of these Rules and Regulations and subject to the enforcement provisions contained therein.

These Rules and Regulations are binding on all Unit Owners, Residents, Tenants, their families and guests. Exceptions to the Rules and Regulations may be only in writing, signed by the Board or its duly authorized agents following a written request by a Unit owner.

All references to the Rules and Regulations to Unit owners, residents, and tenants are interchangeable and each shall be jointly and severally liable and responsible for actions or violations.

## **V. DEFINITIONS**

In the event a term is used in the Rules and Regulations which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Declaration, the By-Laws or in the common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found. Other definitions which are specific to a particular Rule are contained within that Rule.

**ACT** – The Illinois Condominium Property Act (765ILCS 605/ CONDOMINIUM PROPERTY ACT)

**ASSESSMENT OR MONTHLY MAINTENANCE ASSESSMENT** – Any amount which the Board may assess or levy against a Unit Owner, either individually or collectively, including regular monthly assessments, special assessments and charges or expenses or assessments, which are levied pursuant to the Declaration, By-Laws or the Rules and Regulations.

**ASSOCIATION** -- The Inverrary Condominium Association.

**BOARD** -- The Board of Directors of the Inverrary Condominium Association.

**BY-LAWS** -- The By-Laws of the Inverrary Condominium Association as properly amended from time to time thereafter.

**COMMON ELEMENTS OR COMMON PROPERTY** – The Common elements defined in the Declaration.

**DECLARATION** – The Declaration of Covenants, Conditions and Restrictions of Inverrary Condominium Association which was recorded in the Office of the Recorder of Deeds of Lake County, Illinois on June 25, 1973 as Document Number 1621021 and as properly amended from time to time thereafter. The Master Association Declaration and underlying Condominium Declarations provide the framework for the governance of the Association and the percentage of ownership for each unit.

**MANAGER OR MANAGEMENT FIRM OR MANAGING AGENT** – The person or entity, if any, which has been employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board.

**OWNER OR UNIT OWNER** – The person or persons whose estates or interests individually or collectively aggregate fee simple absolute ownership of a Unit.

**PROPERTY** – All the real property against which the Declaration has been recorded, including any improvement thereon.

**RESIDENT** – Any person who resides on the property including families of Unit owners and tenant or tenants of Unit owner(s) and including a Unit owner if the context so indicates.

**RULES OR RULES AND REGULATIONS** – The Rules and Regulations of the Association, as

**UNIT** – adopted pursuant to the powers available to the Board and the Association.

A part of a single condominium including one or more rooms occupying one or more floors or parts thereof, designed or intended for independent use as a single family dwelling and delineated on the plat attached to the Deed of Condominium with respect to such single condominium.

## **VI. POLICY CONCERNING MONTHLY MAINTENANCE ASSESSMENTS**

The monthly payments required of all unit owners are essential for the orderly and proper management of the buildings and common areas we all share. The payments must be made on time, made payable to the Inverrary Condominium Association, and mailed to the designated depository on or before the first day of each month.

The Board determines the monthly maintenance assessments due based on the annual budget and the percentage of ownership of each Unit. The budget covers the standard calendar year and is approved prior to December 1<sup>st</sup> of the previous year. The budget includes current operating expenses as well as reserves for repair and replacement of common elements such as roofs and asphalt.

Other items which might be included in an owner's monthly assessment fee would include any fines assessed, attorney fees in collecting delinquent assessments from that owner, the charges incurred by the Association repairing or replacing limited common elements such as garage doors and concrete stoops related to that Unit.

Owners of record or beneficiaries of a land trust are ultimately responsible for the payment of the assessment.

The Board has established the following rules and procedures to handle the collection of the monthly maintenance assessments.

- A. All assessments are due the first of each month. The Manager shall provide a statement or annual coupon book to each owner showing the current amount of his/her assessment, any past due assessments and any late fee charges, and any known fines or other charges incurred prior to the first of the month.
- B. Coupon books may be used as the statement showing the current monthly assessment due.
- C. Assessments received after the 15<sup>th</sup> of the month are deemed late. An administrative fee ( late charge) will be automatically assessed to the account of each Unit owner whose assessment is

not received by the 15<sup>th</sup> of the month due. The administrative fee shall be determined annually in conjunction with the adoption of the annual budget and homeowners will be notified with receipt of the budget and coupon book.

- D. Any payment of less than the full amount of all assessment and other charges due in any given month also shall be deemed late and subject to the administrative (late) fee.
- E. Assessments paid with a check which is returned by the financial institution of the person paying the assessment as “not collectable due to non-sufficient funds” or other reason shall incur an additional fee to be added to any financial institution charge and the Association’s administrative (late) fee.
- F. Any payments received shall be applied in the following order: any outstanding legal fees, any outstanding homeowner chargebacks, any outstanding unpaid violation fines, any outstanding past due assessments and finally the current assessment.
- G. Owners who are delinquent in the payment of their monthly assessments due to illness, job loss or similar cause are encouraged to maintain frequent contact with Management. The Association’s attorney may arrange a payment plan after the amount is reviewed with the Board. Payment plans are arranged on an individual basis at the request of the delinquent owner.
- H. The Board may waive administrative (late) fees under appropriate circumstances as determined by the Board.
- I. The Manager will assess the administrative (late) fees and commence appropriate action to collect delinquent assessments on the 16<sup>th</sup> of the month the assessment is due. Delinquent assessments may be referred automatically for collection to the Association’s attorney or a collection agency, at the discretion of the Board and may be for a delinquency of as little as one month. This is especially likely in the case of repeated delinquencies.

- J. In addition to any legal action undertaken by the Board to collect delinquent assessments and other charges, the owner's delinquency may be reported to the largest credit reporting agencies in the Chicago metropolitan area.
- K. Unit owners who are delinquent in assessments and/or other charges shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once collection action has commenced, the Unit owner shall be liable for all costs involved in the collection process, including Association attorney fees. The Unit owner shall remain in default of his/her obligations until the assessments; the administrative fees and the costs of collection and any other charges are paid in full.
- L. Legal actions to be undertaken on behalf of the Association may include, but are not limited to, obtaining a judgment for the monies due, obtaining a judgment for possession of the Unit and the eviction of the owner.
- M. Any owner who enters into a payment plan for past due assessments and who violates any term of that payment plan, shall be liable for immediate payment of all outstanding obligations and other charges. Also, that owner shall be ineligible for participation in any future payment plan without the express authorization of the Board.
- N. Any legal or other charges incurred in the collection process shall be borne by the Unit owner.

**VII. POLICY ON PROSECUTION OF VANDALISM AND TRESPASS**

- A. The Board recognizes that it has an obligation to protect the Association's property and residents from vandalism and trespass. To further this goal, the Board will provide rewards for person(s) supplying information leading to the conviction of any person involved in vandalism or trespass on the Inverrary property.

- B. The Board offers a reward of \$200.00 for anyone providing information or evidence leading to the conviction in a court of law of any individual who vandalizes any portion of the common elements. In the instance of more than one individual providing the evidence or testimony, the reward shall be shared unless such conviction results in payment to the Association of more than the cost of repair of the vandalism and other associated costs.
- C. The Board offers a reward of \$100.00 for anyone giving information or evidence leading to the conviction in a court of law of any individual who trespasses on Inverrary property. In the instance of several individuals providing testimony or evidence, the reward shall be shared.
- D. The Board will reimburse individuals providing evidence or testimony related to either of the above offenses for reasonable travel expenses.

## **PART 2 -- ASSOCIATION RULES AND REGULATIONS**

### **VIII. USE AND APPEARANCE OF THE PROPERTY**

#### **A. Buildings and Your Unit**

1. Nothing may be attached, added or altered to or on the common elements (including building exteriors) without the expressed written permission of the Board or its duly authorized agent acting at the direction of the Board. Failure to adhere to this rule will result in the levying of a minimum of a \$100 fine, the removal of any attachment and the repair of the common elements at the expense of the Unit owner.
2. Owners wishing to install a satellite dish must submit an indemnification agreement form (See Appendix F). Additionally, a certificate of insurance from the installer must be transmitted to Management. The dish may only be installed on the front stoop or

balcony, as appropriate, and no holes may be made in the siding. Failure to comply with these provisions will result in a minimum of a \$100 fine as well as all costs associated in repair or replacement of the damage and removal of the dish. The dish must be limited in size to 1 meter or less.

3. Metal entrance doors must be of a style approved by the Board and may not be replaced, painted or otherwise altered without prior written permission from the Board or its duly authorized agent acting at the direction of the Board prior to commencing work. Any damage to the entrance doors is the responsibility of the Unit owner.
4. All storm doors must be white in color and of a design approved by the Board. Residents must secure written permission from the Board or its duly authorized agent acting at the direction of the Board before installing a new or replacing an old storm door.
5. The Unit owner must maintain storm doors in good repair. Once a storm door is installed, maintenance of the storm door becomes the responsibility of the unit owner.
6. Unit owners are responsible for maintaining both windows and screens. All windows and screens must be maintained in good repair with the appropriate colors specified for the particular building and unit. Broken panes of glass or ripped screens must be repaired promptly. To prevent damage to buildings, windows shall be closed whenever it rains or snows. No window air conditioners or other equipment may be installed or placed so as to extend beyond the window frame.
7. Replacement windows must be of the style and colors currently specified for that particular building and unit type. Owners must secure prior written permission from the Board or its duly authorized agent acting at the direction of the Board before replacing any window.

8. Garage doors and frames are to be maintained in good condition, garage doors are to be kept fully closed except when in use for entering and exiting the garage or other reasonable purpose. Any damage to the garage door or frame shall be repaired or replaced at the expense of the Unit owner.
9. Unit owners are responsible for maintaining the balcony and balcony doors on the "D" units. Prior to any alteration or replacement of a balcony or door, the Unit owner must secure written permission from the Board or its duly authorized agent acting at the direction of the Board.
10. Permanent window treatments must be installed in Unit windows within 2 months of taking ownership of a unit. Until permanent window treatments are installed, only white or off-white sheets or paper may be used as a temporary means of providing privacy.
11. The Association has installed permanent and uniform mailboxes for each unit. No other mailbox may be used. Unit owners may request prior permission to install a mail slot in the unit's garage door from the Board or its duly authorized agent acting at the direction of the Board.
12. All exterior maintenance requests are to be handled by the Board or its duly authorized agent.
13. The front porch fixtures may not be replaced without prior written permission of the Board or its duly authorized agent acting at the direction of the Board. The lights must be of a Board approved style consistent with the originally installed light fixture and the light bulb and glass or plastic in the fixture clear, white or amber in color.
14. No outdoor decorations are permitted except for decorations which can be placed on the Unit's door or frame. No decorations which create a safety or fire hazard are permitted.



15. Outside water hoses or other attachments shall be removed from the outside spigots no later than November 1<sup>st</sup> of each year and shall remain off of the spigot until April 15<sup>th</sup> of the following year. Expenses incurred for repair of such spigot shall be borne by the responsible unit owner, unless it can be shown that the damage to the spigot was not caused by the improper attachment.
16. No one, other than an Association authorized vendor, is permitted on any building roof for any reason without express written permission of the Board or its duly authorized agent. As this is a safety hazard, a fine of a minimum of \$100.00 per involved person shall be levied against the owner and/or resident of the applicable unit. The Unit owner shall be responsible for costs associated with any damage and inspection fee. Also, the Unit owner shall be responsible for the roof warranty should the roofer deny warranty protection due to such roof activity.
17. Working smoke detectors shall be installed on each floor of the unit. Additionally, a working Carbon Monoxide Detector shall be placed within 15 feet of any sleeping area of the unit. Owners shall comply with all the governmentally required safety equipment and/or standards.
18. Any internal alterations to a unit or work performed or contracted for by an owner or resident shall be completed in conformance with all applicable building codes. Owners are responsible for obtaining any applicable building permits. In making alterations to the Unit, consideration shall be given to the effects of such alteration on the other Units in the building and take appropriate actions to remedy any resulting problems.
19. Unit owners and/or residents shall maintain the interior of the unit and all appliances and equipment in such a manner that no health or safety hazards occur. Plumbing shall be maintained so as not to incur unwarranted water usage.

20. Water is included as a part of the monthly assessment and is the single largest operational expense of the Association. Over the years, it has been determined that the average building uses 66,000 gallons of water per quarter. In buildings using 90,000 gallons per quarter or more, Management will notify each unit owner in that building that they must contact the property's maintenance engineer to arrange a plumbing inspection. Failure to promptly arrange such inspection will incur an immediate fine of \$100. If plumbing problems are found, the Unit owner must make immediate repairs. Failure to make such immediate repairs will result in an immediate fine of \$100. Owners of Units wherein the plumbing problem has caused significant overage of water use may be responsible for the costs of the additional water charges.
21. To conserve water, the Association has determined that outside water usage from May 15 through September 15 of each year will be limited to even-numbered days before 10 am and after 6 pm. This is in compliance with the water restrictions imposed by Lake County. If more restrictive rules are issued by a governmental unit, those shall be the rules followed. Failure to comply with this rule will result in a minimum fine of \$100 will be imposed on the violator or the Unit owner associated with the violation. Additionally, the violator will be responsible for any fine or fee assessed by a governmental body for such violation.
22. The Units or property shall not be used for any illegal activities. Conviction in a court of law for any illegal act which was committed on Association property shall result in a minimum fine of \$500.00 to be paid by the offender or owner of the property associated with such offense. This does not apply to the victim of any illegal act which was committed on the property, only the perpetrator. The Association may institute proceedings against any person who, on the basis of this conviction, is deemed a threat

to any person or property. The costs of such action shall be assessed against the Unit owner.

23. Toxic chemicals shall not be used in any area where it might affect other residents or the common elements including the unit and garage. No chemicals or other materials may be dumped into any sewer drain. Such activity will result in the imposition of a minimum \$100 fine assessed against the Unit owner.
24. In barbequing and similar activities, care shall be taken so that smoke does not enter any other unit. Barbequing is not permitted within the garage.
25. Disposable diapers and other items which may clog drains shall not be discharged into the sewer system via the toilets or any other sewer entrance. All costs associated with the repair will be assessed to the Unit owner.
26. Owners and residents should be considerate of their neighbors in their activities within their unit and on the common elements at all times. Noise is a particular problem that affects all residents. It is important that residents maintain a quiet environment from 10 pm to 6 am on weekdays and from midnight to 8 am on weekends. Activities that adversely affect other residents of the community shall constitute a rule violation.
27. While the Association maintains insurance for buildings, walls and ceilings, unit owners and tenants must insure the interior of their unit and personal possessions. It is recommended that owners maintain insurance to cover the Association's deductible in the event that the loss occurs simultaneously to both your property and the common elements owned by the Association for which the Unit owner is responsible for the deductible.
28. The Manager may request emergency information and/or other information which may be required by law. The forms for such information must be returned by the date

stipulated. Failure to do so shall result in the levying of a \$20.00 administration fee with the second request. Failure to respond to this second request shall result in the levying of a \$100.00 fine. Any information contained in these forms shall be retained by the Manager in a confidential manner, for use in emergency situations. Additional fines shall be levied until the requested information is provided.

29. Owners renting out their units must provide a copy of the lease to Management within 15 days of that lease becoming effective. Owners must provide a copy of these Rules and Regulations to tenants at move in and explain to the tenants the importance of abiding by these rules.

#### **B. Common Property**

1. Storage of any kind is expressly prohibited on the common property, except that stoops and balconies may be used for storage of seasonal items such as barbeque grills, lawn chairs and other items usually associated with stoops and balconies.
2. Picnic tables and similar items may be kept on the common elements in front of an owner's or resident's Unit. All such items must be moved to the sidewalk, or asphalt or owner's garage on lawn mowing days. Landscapers will not move such items, but will mow around them. Such items shall be kept in good repair and appearance. During the winter months such items shall be moved to the garage or to an area that will not interfere with snow removal activities. Any damage caused to the common elements by such items is the responsibility of the Unit owner.
3. All toys, recreation equipment, bicycles and the like must be removed from the common elements by sunset and stored either in the garage or neatly on the front stoop or

balcony. Care should be taken to prevent accidents involving toys or other items on the sidewalk or asphalt area.

4. Playground equipment no taller than 3 feet or sandboxes no larger than 3 feet square are restricted to the front stoops or areas immediately adjacent to the Unit's front door stoop. Any damage caused to the common areas by this equipment or activity shall be repaired and all costs assessed to the Unit owner.
5. Stoops and balconies may not be decorated, enclosed, altered or the appearance changed in any way without the prior written permission of the Board or its duly authorized agent acting at the direction of the Board.
6. Unit owners and residents shall keep stoops orderly and free from clutter.
7. No awnings, sunroof, canopy or shutter of any type is permitted on the buildings or common elements.
8. Unit owners may not enclose any portion of the common elements with a fence, tent or any other boundary or structure without the prior written permission of the Board or its duly authorized agent acting at the direction of the Board.
9. Stoops and balconies may not be used as pet runs.
10. Clothing, sheets, blankets, laundry and similar objects shall not be hung out or exposed on stoops, balconies or other common property.
11. Any games or other activity which creates a nuisance, damage common elements or individual units, or disrupts the peace is prohibited on or in any portion of the common elements.
12. Tree climbing is not permitted on the property. Because of the safety issues involved, a minimum fine of \$100 per involved person shall be levied against the owner(s) of the Units wherein the violators reside.

13. The paved areas of the cul de sac are for vehicles and are not a “playground.” Parents must not allow their children to play on the paved areas.
14. Unit owners are responsible for their family members, tenants, guests, invitees and pets and their activities. Any common property (including sod) damage by the neglect or abuse of a Unit owner, family member, tenant, guest, invitee or pet shall be repaired at the expense of the responsible Unit owner.
15. Acts of vandalism to any portion of the common elements shall result in the institution of a minimum \$500.00 fine per involved person. This fine shall be in addition to the payment by such owner for all expenses incurred in repairing the damage caused by the vandalism. A second act of vandalism related to that owner will result in the doubling of such fine. Any subsequent violation will result in the institution of eviction proceedings with all costs associated with the proceedings being assessed to the Unit owner. Any person supplying the Inverrary Board or Management with information which results in the levying and collection of such fine(s), shall receive a minimum of \$100.00 reward. Additionally, criminal charges shall be filed against the alleged perpetrator(s) if the vandalism.
16. Littering on the common elements is not permitted. Feeding of wildlife by leaving food outside on the ground shall be considered littering.
17. The common elements including, but not limited to, trees, bushes the asphalt and grass belong to all owners and any damage to the common elements may result in a minimum fine of \$100 assessed to the Unit owner associated with such damage. The cost of repairing any damage to the common elements shall be assessed to the Unit owner responsible for such damage or associated with those causing such. In determining responsibility it shall be presumed that any damage immediately outside a unit was

caused by the residents therein or others associated with that unit unless it can be shown that no one associated with that unit was responsible for the damage.

**C. Flowers**

1. Flowers are the only type of landscaping which residents may plant without obtaining prior permission of the Board or its duly authorized agent acting at the direction of the Board.
2. Private flowerbeds shall be limited to original non-sod areas around the exterior of the units. All other plantings shall be subject to prior approval by discretion of the Board. A drawing of suggested additional plants must be submitted to the Board as a precondition to the Board's consideration of the request.
3. Owners and residents may not enlarge the original non-sod areas by removing sod.
4. All flower beds or gardens must be planted in such a way so as not to interfere with the maintenance equipment used on the property, such as mowers and snow removal equipment.
5. Unit owners shall be responsible for the care and maintenance of any flowerbeds or gardens they plant.
6. Vegetable gardens and fruit trees are not permitted as provided by the Declaration.
7. Once an **approved** flowerbed or garden has been planted, the Association is no longer responsible for replacing sod in that area.
8. The Board or its duly authorized agents must approve any trees, shrubs or plants to be installed on the property, unless otherwise authorized herein.
9. Unit owners are responsible for keeping lawn areas immediately surrounding their units clean and free from debris. Any damage done to the area by pets, residents, guests, etc.,

shall be repaired immediately by the owner or resident or such repair shall be made by the Association and the owner charged for the repair.

**D. Seasonal Decorations**

1. Seasonal decorations are permitted, provided that they can be placed on the Unit's door, front door, front stoop or balcony. **No nails, screws or other devices that puncture the siding or other building materials may be used to hang or secure the seasonal decorations.** The unit owner is responsible for the costs of any repair of damage caused by seasonal decorations. The Association shall perform the repair of all siding damage with the Unit owner assessed the costs of the repairs. Damage to siding will result in a minimum \$100 fine as well as costs for siding repair or replacement.
2. Seasonal decorations shall not be installed any earlier than thirty (30) days before the holiday, and must be removed no later than fifteen (15) days after the date of the holiday.
3. Seasonal decorative lights are permitted on the front stoop and adjacent trim, on the balcony and adjacent trim and the trees and shrubs directly in front of or next to a unit. No nails, screws or other devices that puncture the wood, aluminum, vinyl, Masonite or other building materials may be used to hang or secure the decorative lights. The Association will not be responsible for any damage done to the decorative lights or other decorative items due to seasonal maintenance of the property.
4. Owners and residents who install decorative lights must exercise extreme care not to cause a safety or fire hazard. Only properly UL Listed equipment may be used. Unit owners and/or residents assume liability for any situations arising out of the use of decorative lights and other decorative items.



#### **E. Fireworks**

1. No one may use fireworks on the Inverrary property, including units or common elements. No fireworks or similar items may be stored in the units, garages or the common elements.
2. Because of the safety issues involved, a minimum fine of \$100 per involved person or involved unit, as appropriate. Additionally, criminal charges may be filed against all involved individuals. Rewards may be provided to individuals providing information related to these illegal activities. Any damage to property caused by such illegal activity will be repaired or replaced at the expense of the violating individuals.

#### **F. Signs**

1. Advertising signs for business or commercial activities are prohibited everywhere on the property. However, one (1) "FOR SALE" sign may be displayed in one of the windows of a unit. Such sign shall be limited to a maximum size of 24" by 30". Only one sign may be placed in the unit.

Signs may not be attached to any exterior portion of the unit including the garage, window, front door or common element.

Directional signs for an open house and/or similar events are permitted with the following provisions:

- a) Such signs shall be posted only on the day of the event.
- b) Unit owners or residents are limited to two (2) directional signs; one (1) at the entrance to the cul-de-sac and one (1) within the cul-de-sac.
- c) The owner or resident posting such sign(s) shall be responsible for any damage caused to the property by the installation of such sign.

- d) No sign may be placed at the southwest corner of Inverrary and Milwaukee near the stoplight.
4. Violation of the sign rule shall be subject to a minimum fine of \$100 to be assessed against the owner of the unit.
5. This sign rule also applies to all signs such as "For Rent," "Garage Sale," etc.

**G. Waste Disposal**

1. Household garbage shall be placed in plastic bags and placed outside the Unit's garage **no earlier than dark the night before pick-up. No trash cans or similar containers may be used.** Recyclables shall be placed in the container provided for such material and properly weighted to prevent littering of the common elements.
2. Residents are encouraged to take care in placing garbage so that it is not blown or scattered about. Residents are encouraged to pick up any litter around the property.
3. Prior to placing large items out for disposal pick-up, residents shall contact management to arrange for such disposal.
4. Large items left outside for pick-up without prior arrangements will not be picked up. The resident shall arrange for a special pick-up and the Unit owner associated with this special pick-up shall be responsible for the costs of such special service.
5. Any dumping of items on the common elements is also prohibited.
6. Any violation of the Waste Disposal Rules shall result in a minimum fine of \$100 and any costs associated in properly disposing of the waste.

**IX. PERMITTED VEHICLES, DRIVING AND PARKING**

**A. General Rules**

1. Only those vehicles defined in Section C below are permitted to be parked on the premises by owners, tenants or guests.
2. Parking is permitted in only those paved areas specified in Section D and E below.
3. Unit owners and residents are responsible for their own and their guests' vehicles while they are on the premises. This includes any commercial vehicles on the property for the purpose of providing a service to any resident. Unit owners or residents are personally liable for any damage to the premises caused by their own or guests' vehicles. Unit owners have the ultimate liability for their own, their guests' or their tenants' vehicles.
4. No repairs or service to any vehicle shall be permitted on the premises. Emergency service such as tire and battery repairs is permitted. Toxic fluids from vehicles, such as anti-freeze, shall not be discharged into the sewer or drainage systems or discharged onto the common elements.
5. Vehicles shall be properly maintained to avoid fluid leaks on the pavement and excessive noise levels. Any leak onto the pavement shall be cleaned or repaired at the expense of the appropriate unit owner. Damage occurring in front of a garage shall be deemed the responsibility of that unit owner.
6. Vehicles of owners and residents only may be washed and polished in appropriate paved areas. The area must be thoroughly cleaned following such procedure. Vehicles of non-residents may not be washed or polished on the premises.
7. The Association may provide annual stickers for each vehicle of residents. If applicable, the stickers will be numbered for easy identification by cul-de-sac. Failure to secure a vehicle sticker for each vehicle shall be considered a violation of the Association's rules,

subject to warning notices and fines. Forms requested by the board in relation to vehicles must be returned by the date stipulated. Failure to do so will result in the levying of a \$20.00 administrative fee with the second request. Failure to respond to this second request shall result in the levying of a minimum \$100.00 fine. Currently, no stickers will be issued. The Board may provide for stickers in future years if the need arises.

8. Enforcement of all vehicle and parking rules is accomplished through stickering, the general Association fine structure and towing as detailed in these Rules, See Section XII and specific vehicle and parking sections for detailed information.
9. Vehicles may not be “warmed up” while in the confines of the garage, even with the door open. Such vehicles must be removed from the garage area to such a location as to prevent any exhaust fumes from entering any garage or Unit.
10. Any vehicle, which has an alarm, must be properly maintained so as to not cause “False Alarms” or unwarranted repeat alarms which disturb residents.

**B. Speed Limit – 15 m.p.h.**

1. Vehicles shall not exceed 15 miles per hour within the cul-de-sac.
2. Drivers must use extreme caution and watch for children playing in the cul-de-sac.
3. Because of the serious nature of a violation of the speed limit, any violation will result in A minimum \$100 fine.

**C. Vehicles**

1. **Permitted vehicles.** The following types of vehicles may be permitted in appropriate paved parking areas.
  - a) Passenger automobiles having no more than four (4) entry doors and/or 5-door station wagons, Minivans, SUVs, or other vehicles classified as passenger, not commercial, vehicles. Such vehicles must display current vehicle registration

documentation (current Illinois license plates.) If Association stickers are required, they shall be displayed as provided in the instructions.

- b) Lightweight recreational motor vehicles, excluding campers having no more than four (4) wheels. Such vehicles shall have a curb weight of less than 8,000 pounds, an overall length of less than twenty (20) feet and having an overall width of less than seven (7) feet. Such vehicles shall display current vehicle registration documentation (current Illinois license plates) showing the vehicle to be of a "B" or "RV" class or other passenger vehicle. Such vehicle shall display a current Association sticker, if applicable.
- c) Motorbikes and motorcycles that are currently registered and licensed to be ridden on Illinois roads and highways. Such vehicle shall display a current Association sticker, if applicable.
- d) Vehicles are described above, but belonging to guests of residents. Such vehicles may remain on the property while guests are visiting a resident. This is to be a short-term arrangement (less than one (1) week.) Longer-term parking arrangements require authorization by the property manager and/or the Board depending on total length of time involved.
- e) Emergency vehicles, such as an ambulance, police and fire vehicles or other health and safety vehicles being utilized for emergency purposes on the property.
- f) Service vehicles on the property at the invitation of a resident, owner or management in the performance of a specific service or task. Such vehicle shall not be permitted to remain overnight without the authorization of the property manager. Any damage caused by such service vehicle to the common elements

or other resident's property shall be the liability of the owner/resident of the unit associated with such vehicle.

2. **Prohibited Vehicles.** The following types of vehicles are not permitted to park anywhere on the property, except inside a resident's closed garage. Such vehicles shall be towed from the property one (1) week after a stickered warning notice or other notice is issued or immediate towing of vehicles with repeated violations. The owner of a towed vehicle or the owner of the unit associated with the towed vehicle is responsible for all towing, storage and associated costs.
- a) Any vehicle without current state license plates and sticker and/or required Association or government-issued vehicle sticker.
  - b) All vehicles not included in the "Permitted Vehicles" section.
  - c) Campers, trailers, boats, ATVs, dirt bikes, snowmobiles or similar equipment. The use of/or driving of such vehicle on the property shall result in a minimum fine of \$100.00 to be levied against the owner of the unit associated with such prohibited vehicle. In addition, any damage to the common elements resulting from use or driving of the above vehicles shall be the liability of the owner of the unit associated with such prohibited vehicle.
  - d) Any commercially marked truck or van. Residents who own such a vehicle may request Board authorization to park such vehicle on the property with appropriate covering of the commercial markings.
  - e) Any vehicle displaying a license plate connected with a business activity. These plates include, but are not limited to, "Dealer," "Taxi," "Livery" and similar plates. Vehicles displaying such plates must be kept inside the resident's closed garage.

3. **Stored or Abandoned Vehicles.** Stored or abandoned vehicles are not permitted on the property, except inside a resident's closed garage. Such vehicles shall be towed off the property after a stickered warning notice or other notice is issued. The owner of such towed vehicle or the owner of the unit associated with the towed vehicle shall be responsible for all towing storage and associated costs. The following vehicles shall be deemed stored or abandoned:
- a) Any vehicle that is in a state of disrepair rendering it incapable of being driven in that condition, or threatens the safety of the residents of any unit is deemed abandoned. Such vehicle may be removed by the Association immediately and without notice at the expense of the vehicle owner or unit owner associated with that vehicle. Except in emergency situations an attempt will be made to notify the vehicle's owner.
  - b) Any vehicle that has not been used or moved for at least ten (10) consecutive days. If a resident will be away for an extended period of time, he/she should notify the manager of the dates and that the vehicle will be parked on the property during that time.
  - c) Any vehicle for which the acts of the owner and/or the condition of the vehicle are clearly indicative of abandonment.
  - d) Any vehicle without current valid license plates.
  - e) The Association has currently contracted with the following firm for the towing of vehicles: (If another firm is contracted with the information will be posted on the property and the Association's website.)

Red's Towing  
1904 Lehigh Avenue  
Glenview, IL 60026  
847 /724-8080

**D. Parking**

1. Parking of permitted vehicles shall be confined to the following areas.
  - a) Vehicles may be parked in the resident's garage.
  - b) Permitted vehicles may be parked on the garage apron immediately in front of the resident's garage. Such parking is restricted to one (1) vehicle only parked immediately and centered in front of the garage door and parked in such a way as to not restrict access of other vehicles in any way.
  - c) Permitted vehicles may be parked in designated parking areas as specified in the attached cul-de-sac maps, (See Appendix A.) Residents and their guests are restricted to parking in the cul-de-sac parking area of the cul-de-sac in which they reside.
2. The following are prohibited parking areas and vehicles may not be parked in these areas at any time.
  - a) Any vehicle parked at the entrance to any cul-de-sac shall be towed, without notice, at anytime at the expense of the vehicle owner or the unit owner associated with that vehicle.
  - b) No vehicle may be parked within fifteen (15) feet of any fire hydrant.
  - c) No vehicle may be parked or driven on any unpaved surface on the property.
  - d) No vehicle may be parked so as to interfere or block any sidewalk or the entrance to or exit from any unit.



- e) No vehicle may be parked so as to interfere or obstruct passage of other vehicles on the property, including entering or exiting a garage or parking space.
- f) No vehicle may be parked in a manner, which is considered to be interfering with entering or leaving a unit for emergency purposes including protection, health, fire and snow removal.
- g) No vehicle may be parked in any area except that which is specified as a parking area. Such vehicle shall be deemed to be parked in the emergency corridor and may be removed (towed) immediately by the Association or appropriate public enforcement agency without notice at the expense of the vehicle owner or unit owner associated with that vehicle. No parking is permitted on the sides of the cul de sac center islands except for the designated parking area. Violators are subject to stickering and towing.
- h) No vehicle may be parked in front of any garage other than the resident's own garage without the express permission of the owner or resident of that unit and garage. Such vehicle shall be deemed to be parked so as to interfere with access to the unit for emergency purposes and may be removed by the Association or appropriate public enforcement agency without notice at the expense of the vehicle owner or unit owner associated with that vehicle.
- i) No vehicle or wheel may be parked on the grass. Damage to the common elements paved or unpaved caused by any vehicle shall be repaired by the Association and the owner and/or resident of the unit associated with that vehicle shall be responsible for all costs involved in the repairs. This shall be in addition to any applicable warnings and fines.

**E. Parking during Winter Months (November 1 through April 15<sup>th</sup>)**

1. No vehicle may be parked in the areas designated “snow dump” on the attached cul-de-sac maps at any time during the winter months’ period. (See Appendix A.)
2. When snow is forecast, vehicles shall not be parked in front of garage doors so as to enable the snow plows to properly remove snow from the garage aprons.
3. Any vehicle parked in violation of 1) or 2) above, shall be deemed to be interfering with the ingress to or egress from a unit for emergency purposes and may be removed immediately by the Association, plowing contractor, or appropriate public enforcement agency without notice at the expense of the vehicle owner or owner associated with that vehicle. Other remedies may be used to provide proper plowing when vehicles are parked in violation of 1) or 2) above. The plower may return to properly plow the involved area with such costs being borne by the unit owner in violation. Also, snow may be piled around a vehicle parked in violation to these rules.

The Association assumes no liability for damage to vehicles parked in violation to 1) and 2) above.

**F. Parking during asphalt repair, seal coating, etc.**

1. Vehicles must be removed from the cul de sac and parked on the street or in the garage no later than the time indicated on the posted notice. Owners not complying will be responsible for towing charges.
- 2, No vehicle is permitted on the pavement until the authorized completion time. Barriers may not be removed by anyone other than a Board authorized person. Unauthorized access to the paved area or driving or parking on the lawn will result in a minimum \$100 fine for each

violation. Any damage to the pavement or common elements by vehicles in violation of these Rules shall be repaired by the Association and costs assessed to the appropriate owner(s).

3. Vehicles may not be parked in any other cul de sac. Vehicles parked in violation of this rule will result in an immediate \$100 fine for each violation and such vehicle may be towed without notice.

#### **G. Enforcement of Vehicle and Parking Rules**

1. Violation Notice/Warning Sticker
  - a) In the event of a violation of these Vehicle, Driving and Parking Rules, the Board or its duly authorized agents may affix a Violation Notice/Warning sticker to a vehicle window.
  - b) The notice shall contain such information as the Board deems appropriate for the violation.
  - c) Any failure to protest a Violation Notice/Warning sticker within ten (10) days will be deemed an admission of the violation and may result in the costs and expenses being assessed to the unit owner and/ or a fine being levied. Protests shall be directed to the Manager and shall be treated as a request for a hearing before the Board.
  - d) In addition to any penalty noted above in this Section, such violation shall be deemed a violation of the Rules and Regulations and appropriate penalties shall be assessed pursuant to the fine schedule contained in Section XII, C.

**X. PETS**

- A. No animals, other than dogs, cats or other animals reasonably considered to be household pets, shall be raised, bred or kept anywhere on the property, nor shall any animals be kept, bred or maintained for any commercial purposes.
- B. Pets must be licensed by Lake County and vaccinations kept up-to-date. Documents to prove same must be made available to the Board or Management upon request. Pet owners must comply with all State and local laws or ordinances pertaining to pets and/or their ownership.
- C. Pets shall be maintained in a clean, safe and quiet manner. Pet owners must curb excessive barking or other noise by their pets which disturbs neighbors.
- D. All pets must be leashed while being walked outdoors and pet walkers must use the perimeter path for walking pets. Pet walkers must clean up after pets wherever the pet defecates. Pet walkers shall carry a means to pick-up litter whenever walking the pet on the property at all times.
- E. No pet shall be allowed to create a threat, nuisance or unreasonable disturbance to any person or to cause damage to any common property or the property of any other resident. Pets must be controlled at all times when out of the unit.
- F. Pets shall not be tied to any common element or stationary object thereon. Pets may not be left unattended out of the unit at any time.
- G. All unit owners and/or residents are responsible for the actions of pets of anyone residing in or visiting his unit. A pet violation by a guest shall be the responsibility of the unit owner/resident wherein that person was a guest.
- H. The cost of repairing any damage to the common elements, other pets, or personal property caused by a pet shall be assessed to the unit owner responsible. In determining responsibility, it will be presumed that any pet damage immediately outside a unit of a pet

owner was caused by the pet therein unless evidence is presented to the contrary by the unit owner/resident. Injuries caused by a pet should be reported to the Lake County Animal Control Department and to the Association. Pet owners are responsible for all costs involved in any injuries to other pets or individuals caused by their pet(s).

- I. The conduct of all pets must be such as to not interfere with the rights and privileges of the neighbors of the pet owner.

## **XI. SWIMMING POOL RULES AND REGULATIONS**

- A. These rules and regulations are for the protection and benefit of all residents. Adherence to these Rules and Regulations will assure the safe and sanitary operation of the pool facilities. Your cooperation will afford everyone a pleasant recreational experience. Parents are requested to caution their children to observe all the rules and regulations.
- B. Swimming pool hours are 10:00AM to 8:00PM daily, weather and pool conditions permitting.
- C. Entrance to the pool areas is by key only. **FENCE JUMPING IS NOT PERMITTED.** Each unit has been issued one key. It is the previous unit owner's responsibility to pass the pool key on to the new owner or tenant. Replacement keys may be obtained from management for a fee of \$100 or a higher fee as determined annually by the Board.
- D. All persons using the pools or pool areas do so at their own risk and sole responsibility. The Inverrary Association and/or management do not assume responsibility for any accident or injury in connection with such use. Residents agree to make no claim against the Inverrary Association and/or management for or on account of any loss or damage to life or property sustained, and further to indemnify and hold harmless the Inverrary Association and/or management from any claim arising out of injury sustained by any guest using the pools.

E. Persons violating any of the rules shall be subject to a minimum \$100.00 fine per person to be levied against the owner(s) and/or resident(s) of the unit(s) wherein the violator(s) reside(s) or is a guest. A second violation may result in the doubling of the fine to \$200.00 per person. Any subsequent violation shall result in the continuing doubling of fines per person and may result in the institution of eviction proceedings. Additionally, violators may be barred from the pool areas for the remainder of the season.

1. No person may enter the pool area alone or swim alone. (Children under the age of 6 do not qualify as a second person for the purpose of this rule.)
2. No person under the age of seventeen (17) years of age may enter the pool area (not just the pool) without an adult (age twenty-one (21) or older) in attendance and responsible for their behavior and safety.
3. No physical fighting, battery, disorderly conduct or vandalism, or similar conduct is permitted within the pool area.
4. **No alcoholic beverages** are permitted within the pool area at any time.
5. **Wheeled baby carriages, strollers** or similar equipment are not permitted within the pool area.
6. No person is permitted in the pool area when it is not open for general use for any reason.

F. The following rules are subject to the enforcement provisions contained in Section XII of the Association's Rules, except that no warning notice will be issued and the first offense will result in a minimum fine of \$100.00. Additionally, violators may be barred from the pool area for a period of up to the remainder of the season.

1. All guests must be accompanied by an adult resident, (age twenty-one (21) or older.)  
There is a limit of two (2) guests per unit. Relatives are guests unless they are actually living with the resident, for an extended period of time.
2. Persons suffering from contagious diseases or infections, skin lesions, carbuncles, pimples, inflamed eyes, ear discharge, or any condition which has the appearance of being infectious, may not use the pools. Also, persons with excessive sunburn, abrasions which have not healed, corn plasters, bunion pads, adhesive tape, rubber bandages, or any other bandages may not use the pools.
3. Only persons wearing proper swimming attire are permitted in the pool area. Only swim suits or trunks are considered proper swimming attire; no cut-offs. Tee shirts are allowed for sunburned bodies, but may not be worn in the pool.
4. Street shoes are not permitted anywhere in the pool area.
5. Toddlers with disposable diapers are not allowed in the water; cloth diapers and protective plastic pants or special "swim diapers" must be worn.
6. All persons (male and female) with long hair – chin length or longer – must wear bathing caps while in the pool. No braiding, ponytails, or headbands are allowed.
7. All swimmers must take a shower with soap and water in the shower room before entering the pool. Suntan oil must be showered off before entering the water.
8. Expectoration, spouting of water, roughness and rowdy behavior will not be permitted. Do not push, dunk, or throw anyone into the water.
9. Balls, toys, group games, and diving are permitted only when conditions allow, and their use does not interfere with the swimming rights of others.
10. Standing, jumping, or sitting on the rope barrier, or removal of the rope barrier, is not permitted at any time.

11. No abusive or profane language or breach of the peace will be tolerated. Loud music is not permitted. Radios, tape decks, and all similar "stereo equipment" must be used with headphones.
  12. Personal conduct in the pools and/or shower rooms must be such that the safety of anyone is not jeopardized. Residents and guests must conduct themselves like ladies and gentlemen.
  13. No food, gum, or beverages are permitted in the pool areas. Breakable materials such as bottles or glasses also are not permitted in the pool enclosure areas.
  14. Smoking is not permitted in the pool areas.
  15. Residents are encouraged to bring their own deck chairs. Chairs and/or baby carriers cannot block access to the pool, or obstruct walkways.
  16. Absolutely no animals are allowed in the shower rooms or pool areas at any time or tied to the exterior of the pool fence.
- G. The cost of any property damage will be charged to the owner and/or resident associated with such property damage as well as the assessment of the appropriate fine.
- H. The pools may be closed at any time due to any mechanical or operational difficulties.
- I. These rules may be revised or additional rules established at any time with proper notification to owners and residents using the pools.
- J. Because of their size and usage by many unrelated people, the Inverrary pools are considered semi-private. This status requires that pools and the swimmers conform to State and County regulations, as well as water testing. The State and County have final authority over the opening and closing of the pools.



K. It is not the intention of the Inverrary Association to deprive any resident of the use of the pools, but the pools must be operated in accordance with all laws, ordinances and the rules and regulations. Violations must be treated seriously.

## **XII. ENFORCEMENT POLICY FOR THE RULES AND REGULATIONS**

### **A. The filing of a complaint.**

1. A complaint, which alleges a violation of the Declaration, the By-Laws or Rules and Regulations, may be initiated by any resident of Inverrary or by the Manager based on his/her observation.
2. Any complaint, which alleges a violation of the Declaration, the By-Laws or Rules and Regulations, shall be made in writing to the Managing Agent of the Association. At a minimum, the complaint shall include the following. (The complaint form included in this handbook may be used.)
  - a) The name, address or phone number of the complaining witness.
  - b) The unit owner's name and unit number or the address of the unit where the person or resident against whom the complaint is being filed.
  - c) The specific details or description of the violation, including the date, time and location where the violation occurred.
  - d) If possible, photographs showing the violation should be included with the complaint.
  - e) The signature and address of the complaining witness and the date on which the complaint is made.
  - f) Complaints should be made as soon after the violation occurred as possible.
  - g) To the extent possible, complaints will be kept confidential. In the event of a hearing, the complainant may be required to provide testimony or evidence related to the violation.
  - h) No oral complaints will be accepted.

3. The willful filing of a false complaint or complaints under these rules or the repeated filing of frivolous complaints shall be deemed a violation of these Rules and Regulations and subject to the enforcement provisions contained therein. The use of these Rules and Regulations in a manner deemed to be a harassment of other residents shall also be deemed a violation of these Rules and Regulations and subject to the enforcement provisions contained herein.
4. Harassment of, or retaliation against any alleged complainant by the alleged violator or others associated with such alleged violator shall be deemed a violation of these Rules and Regulations and subject to the enforcement provisions contained herein.

**B. Violations and Notices of Violations**

1. The owner of record or beneficiary of a land trust ultimately is liable for any actions by the Board in relation to violations of the Declaration, By-Laws or Rules and Regulations committed by a resident, guest, tenant, service person or other person or animal associated with his/her unit.
2. Upon receipt of a complaint or observation of a violation by the Manager, the Association's Manager shall notify the unit owner of the violation by letter. If the owner is a non-resident, it shall be the responsibility of the unit owner to notify the resident of the violation and to take appropriate remedial action with the resident.
3. The notice of violation shall provide specific details of the violation including the date, time and location where the alleged violation occurred. Other pertinent information may be included by the Manager as deemed appropriate.
4. The notice of violation shall include information on the fine that may be levied and the date by which the levied fine must be paid if no hearing is requested.

5. The notice of violation shall include information on how the alleged violator may request a hearing before the Board concerning the violation and/or fine. The notice shall also contain the last date a request for a hearing may be received by the Manager. Such date shall not be less than ten (10) days from the date of the "Notice of Violation.

**C. Fine Schedule**

1. Except as otherwise provided in these Rules, the following schedule of fines shall apply to violations of the Rules and Regulations, the Declaration, the By-Laws, or a direct order of the Board.

First Violation	Written Warning Notice  (Except for flagrant disregard of the Rules and safety violations, no written warning)
Second Violation	\$100.00
Third Violation	\$150.00
Fourth Violation	\$200.00
Any Subsequent Violations	The doubling of fines and/or the initiation of Eviction Proceedings at expense of unit owner.

2. In addition to, or in place of the above schedule, certain safety violations as noted in the Rule itself provide for the institution of a fine and no written warning notice.
3. Flagrant disregard of the Rules and Regulations, the Declaration or By-Laws or what is deemed to be common sense and/or courtesy will result in a minimum fine of \$100.00.
4. Violations will accumulate on a calendar year basis. Once a violation of any Rule has occurred, any subsequent violations of any Rule will initiate a fine, not just a second violation of the same Rule.

5. In addition to any fine assessed, the unit owner/resident will be responsible for the costs associated with the violation, including, but not limited to, repair of damaged property and any attorney's fees or other fee incurred by the Board which may be associated with the violation.
6. Fines and assessments for damage shall be added to the monthly maintenance assessment statement and shall be paid along with that monthly assessment no later than the 15<sup>th</sup> of that month. Failure to pay the monthly assessment by the 15<sup>th</sup> of the month will result in administrative (late) fee charges. (See Monthly Maintenance Assessments.)

**D. Procedures to Request a Hearing**

1. The owner may request a hearing before the Board at the next appropriate Board meeting.  
  
In the case of a rental unit, the owner is required to request the hearing and appear before the Board.
2. As a part of the "Notice of Violation," a date is specified by which a hearing must be requested. The owner shall prepare his/her request for a hearing and mail such request to the Manager in sufficient time to arrive no later than the last date stipulated in the "Notice of Violation."
3. Upon receipt of the request for a hearing, the Manager shall notify the President of the Association of the violation and request for hearing and provide copies of all pertinent correspondence relating to this matter as a part of the monthly Board packet..
4. The Manager shall notify the owner and the complainant of the date and time of the meeting during which the hearing will be conducted. The hearing will be conducted in "Executive Session" at a regular or special meeting of the Board.

5. At any such hearing, the Board shall hear and consider arguments, evidence, or statements regarding the alleged violation. The complainant may be required to provide evidence and testimony related to the violation. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be final and binding upon the owner and complainant.
6. A fine may be levied, only after the Board has held a hearing and determined whether a violation has occurred and whether a fine shall be levied. However, other legal or equitable remedies may be pursued by the Board during this time. Generally, the Board will make its determination immediately following the hearing and advise the owner by letter. However, if additional information or an opinion from the Association's attorney is needed, the determination will be made at a later date and the alleged violator and complainant will be notified of the determination at a later date in writing.
7. If no request for a hearing is filed within the prescribed period of time, a hearing will be considered waived and the allegations contained in the "Notice of Violation" shall be deemed admitted and any prescribed remedy will be instituted.
8. Failure of the owner to attend a requested hearing without advance request to change the date of the hearing shall be deemed a waiver of the hearing and the allegations contained in the "Notice of Violation" shall be deemed admitted and any prescribed remedy will be instituted.

**E. Severability**

If any clause, phrase, provisions or portion of these rules or the application thereof to any person or circumstances shall be invalid or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of these rules nor any other clause, phrase, provision or portion hereof, nor shall it affect the application of any clause, phrase, provision or portion hereof to other permitted persons or circumstances.

## **PART 3 -- GENERAL INFORMATION**

### **XIII. THE INVERRARY AREA AND ITS GOVERNMENTAL SERVICES**

- A. The Inverrary Condominium Association is located in unincorporated Lake County at the southeast corner of Vernon Township. As an unincorporated area, Inverrary does not receive “municipal” services. The Lake County Sheriff provides police protection, the Lincolnshire-Riverwoods Fire Protection District provides fire protection and the Association contracts for waste disposal.
- B. As a part of township government, Vernon Township provides snow removal and road repair for INVERRARY LANE with the Association responsible for any work on the cul-de-sacs. The Township provides a free vehicle sticker to residents of the unincorporated area and its office is a location for voter registration. The Vernon Township offices are located at 3050 N. Main in Buffalo Grove. (Main is located left (West) on Route 22 from Milwaukee, continue west until you reach the tracks then a sharp right (North); it is located on the left hand (West) side of Main.) The telephone number is 847-634-4600.
- C. The Inverrary Association is located on forty-four (44) acres and contains fourteen (14) cul-de-sacs with 436 units in 109 buildings. Generally, two cul-de-sacs make up an underlying condominium association; with cul-de-sacs one (1) and two (2) forming Association I and three (3) and (4) forming Association II and so forth.
- D. No parking is permitted on Inverrary Lane. However, permission for guest parking on Inverrary Lane may be obtained by contacting the Vernon Township Highway Department or the Lake County Sheriff's office prior to the event.



**E. Public Transportation**

1. Metra (Milwaukee District North Line) train service to Chicago is available from the Deerfield train station located on Deerfield Road just west of Waukegan Road (Route 43) and on Lake-Cook Road west of Waukegan Road. Also Metra (North Central Line) train service to Chicago is available from the Buffalo Grove train station located on Deerfield Parkway about a mile west of Milwaukee Avenue. Information on the train schedules may be obtained by calling the RTA at 1-847-836-7000.
2. The area is also serviced by PACE buses which travel along Milwaukee Avenue. For information on these bus routes and schedule, contact PACE at 1-847-346-7223.

F. Inverrary residents receive library services from the VERNON PUBLIC LIBRARY DISTRICT. The library is located at 300 Olde Half Day Road, Lincolnshire. The library also serves as a voter registration site.

G. Governmentally, Inverrary is located within the following districts:

- 10<sup>th</sup> Congressional District
- 59<sup>th</sup> State Representative District
- 30<sup>th</sup> State Senate District
- 21<sup>st</sup> Lake County Board District

Inverrary residents are in Lake County, Vernon Township Precinct 298 and vote at the Chevy Chase Clubhouse.

H. The Inverrary Community is served by the following public schools:

Aptakisic-Tripp Elementary School District 102 (all schools located in Buffalo Grove)

- |                  |                   |              |
|------------------|-------------------|--------------|
| Aptakisic School | 1231 Weiland Road | 847-634-5300 |
| Pritchett School | 200 Horatio Blvd  | 847-353-5500 |

Tripp Middle School 850 Highland Grove 847-955-3600

Meridian School 2195 Brandywyn Ln 847-955-3500

Adlai Stevenson High School District 125

16070 W. Highway 22, Lincolnshire 847/634-4000

#### **XIV. MAJOR AREAS OF SERVICE PERFORMED BY THE ASSOCIATION**

##### **A. Landscape Maintenance**

The Association provides landscape maintenance for all common elements of the property. This maintenance includes weekly lawn mowing, shrub and tree trimming, as appropriate, lawn fertilizing; lawn edging; dirt turning in shrub and tree beds; and spring and fall cleanups.

The Association does not water but encourages residents to water the trees and shrubs as well as new sod when there is no rain. For conservation reasons, we do not encourage watering of the established grass. (See Pages 17-18 for information on watering restrictions.)

##### **B. Snow Removal**

The Association is responsible for the snow removal from the cul-de-sacs, sidewalks and stoops.

The normal procedure is to open a drivable path through each of the cul-de-sacs for early morning travel by residents. After the initial plowing and most residents have left, the

plows return to remove snow from the remainder of the paved areas. Sidewalks and stoops are cleared as quickly as possible.

Snow removal is normally accomplished after a fall of two (2) inches or more. In this connection, it should be noted that vehicles may not be parked in front of garages until the snow has been removed as provided by the winter parking rule. This Rule also provides that no vehicle may be parked in the snow dump areas from November 1<sup>st</sup> through April 15<sup>th</sup>. (See Winter Parking Rules for more complete information.)

Residents are encouraged to assist in the snow removal by moving their vehicles from cul-de-sac parking areas when the plows come through on the clean-up phase.

### **C. Trash Removal**

The Association contracts for trash removal by a private scavenger. Our contract provides for twice weekly pick-up. Securely closed garbage bags (no containers are to be used) should be placed outside the unit's garage no earlier than dark the night before pick-up. No large items or unusually large amount of trash may be placed outside the garage for pick-up without the prior authorization of Management. Recycling bins are provided for once-a-week recycling pick-up. For questions concerning pick-up dates and other information, contact Management.

Owners/Residents shall contact Management to schedule proper disposal of large items or amounts of trash. Failure to follow proper procedures may result in the owner being charged for such removal or items not being picked up which could result in rule violation procedures being instituted. (See Waste Disposal in the Rules for more complete information.)

## **XV. USEFUL TELEPHONE NUMBERS**

### **EMERGENCY -- CALL 911**

Lake County Sheriff (non-emergency Police)	<b>847/680-1111</b>
Vernon Fire Protection District (non-emergency)	<b>847/634-3121</b>

### **OTHER**

Property Manager (Lieberman Management Services, Inc.)	<b>847/459-0000</b>
24-hour emergency number	<b>847/459-0000</b>
Vernon Township Offices	<b>847/634-4600</b>
Deerfield Post Office	<b>847/945-0257</b>
North Shore Gas Co.	<b>866-566-004</b>
Commonwealth Edison	<b>800-334-7661</b>
Vernon Public Library	<b>847/634-3650</b>
RTA (PACE bus & Metra train)	<b>847-836-7000</b>
AT&T	<b>800-942-1791</b>
Comcast	<b>866-594-1234</b>