

## **Rules and Regulations**

# **TAHOE VILLAGE CONDOMINIUM ASSOCIATION**

# TAHOE VILLAGE



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CONDOMINIUM ASSOCIATION

## What is the purpose of these

## Rules and Regulations?

The purpose of the following Rules and Regulations of Tahoe Village Condominium Association are to:

- 1) Help make Tahoe Village a **nice place to live** and **raise a family**
- 2) Help protect the **property values** of the homeowners in Tahoe Village
- 3) Help make Tahoe Village a **safe place to live**

Therefore, it is important that all homeowners and **everyone** living in Tahoe Village understand and **abide** by the Rules and Regulations contained herein.

Please contact the Tahoe Village condominium Association office if you have any questions or there is something that you do not understand regarding these Rules and Regulations.

Respectfully,

The Board of Directors of  
The Tahoe Village Condominium Association

Please note: All items herein including rules, regulations, fines, fees, costs, etc. are subject to change at any time.

## **Introduction to the Documents of Tahoe Village Condominium Association**

### **Legal Authority**

Tahoe Village Condominium Association is an Illinois, not-for-profit corporation. As a resident of Tahoe Village, your rights and responsibilities within Tahoe Village are governed by the documents of the Association. Additionally, you are subject to various laws of the United States, State of Illinois, County of Cook, and Village of Wheeling. If there are any conflicts between the Association documents and the laws of any of these governmental bodies, the governmental laws take precedence.

The Association's documents are divided into three sections: the Declarations of Ownership (Articles I - IV); the Bylaws (Articles V - XIV); and the Rules and Regulations.

The Declarations of Ownership and the Bylaws have been recorded with the Recorder of Deeds, as required by Illinois law. These sections define the property, your basic rights and responsibilities of ownership, and the basic rules for governing the Association, including the powers of the Board of Directors.

Most changes or amendments to the Declarations and Bylaws require the approval of two-thirds (2/3) of the owners and must be recorded.

The Rules and Regulations are established by the Board of Directors, as provided by the Bylaws and State law. As long as they are not in conflict with the Declarations, Bylaws or laws of any of the governmental bodies previously noted, they are legally binding upon all owners. The Board periodically reviews and updates the Rules and Regulations.

### **Plain English Definitions of Key Terms**

Assessments are the monthly payments that unit owners are required to make to the Association. Assessments are used to pay for the maintenance of the common areas and other common expenses of the Association. Assessments are based on the percentage of ownership of each unit, and are determined by the Board of Directors, based upon an annual budget. Assessments are due on the first day of each month.

Board of Directors is the group of unit owners elected by the owners to manage the Association. The Board consists of nine members, elected at large by the owners. Only one owner from a single unit may serve on the Board at any time. The Board establishes the rules and the budget, and may hire and terminate personnel, as provided in the Bylaws.

Common elements include all areas outside of the units, except for the streets. The lakes and landscaped areas, swimming pool, tennis courts, playgrounds, clubhouse, pool annex building, guest parking areas, fire lanes, and street lights (except for those owned by the Village of Wheeling), are all part of the common elements. The roofs and exterior walls of all buildings are also part of the common elements. Certain structural components of the units are also part of the common elements. The Association is generally responsible for maintenance of these areas. The streets are dedicated to the Village of Wheeling and are maintained by the Village. A complete legal description is found in the Declarations.

Limited or restricted common elements are areas of the common elements which are restricted to the use of individual units. Restricted common elements include the front yards, carports and driveways, carport sheds, and back (or side) yards (extending 15 feet from the foundation of the unit). The Association is generally responsible for these areas, except when certain improvements have been made by the unit owner. For example, the Association is not responsible for carport sheds or patios.

Percentage of ownership is the share of the Association property allocated to each unit. These percentages were established by the developer at the time of inception, and cannot be altered without unanimous consent of the unit owners. The percentage of ownership figure is used in calculating votes for elections and changes to the Declarations and Bylaws, as well as assessments.

Property Manager is the individual, or company, hired or contracted by the Board of Directors to manage the day to day operations of the Association. The Property Manager handles owner questions and problems, coordinates the work of other Association employees and outside contractors, and performs other duties assigned by the Board.

Unit is that interior portion of a building which belongs to an individual owner(s). The unit is bordered by the exterior walls. Within the unit, most items are the responsibility of the unit owner. Additionally, all of the doors and windows are the unit owners responsibility.

Unit owner is the individual(s) who hold title or mortgage to the unit. A trust or corporation can be a unit owner. Unit owners are responsible for maintenance of their unit and for paying the assessments. Unit owners have the right to vote in all Tahoe Village elections and at special meetings of the homeowners, and to run for the Board of Directors, provided they are in good standing. Trusts and corporate owners must designate a voting representative.

### **Key Points of the Declarations**

The Declarations establish the legal description of the property and the units, as well as the basic division of responsibilities between the Association and the unit owners. It also includes legal definitions of key terms. It is similar to the U. S. Constitution, in that changes can only be made with the approval of 2/3 of the unit owners, and in its providing the basic framework governing the Association.

### **Key Points of the Bylaws**

The Bylaws are similar to governmental statutes. They describe the duties and responsibilities of the Board of Directors and establish the rules governing voting and elections. They authorize the Board to hire a property manager or management firm. The Bylaws establish the number of Directors and their terms of office. The Bylaws expand upon many of the topics included in the Declarations, including: assessments, use and occupancy, and sale and leasing of units.

### **How to use the Rules and Regulations**

This latest revision of the Rules and Regulations has been designed to be as simple and brief as possible. Topics appear in alphabetical order. Rules relating to the common elements are in alphabetical order as sub-topics under the common elements section. All rules follow the same basic format; the rule is stated, then explained or expanded upon. Where technical specifications are involved, such as for patios and divider fences, these specifications appear in the appendices. Where the specifications are relatively simple, they appear as requirements within the regular rule section.

All of the Rules and Regulations have been designed to either provide for the maintenance of the value and appearance of the property, or to provide for the safety and well-being of the residents. Additionally, some of the rules may help clarify and reinforce ordinances of the Village of Wheeling.

The Rules and Regulations should be reviewed at least annually, and be updated as needed. The Declarations, Bylaws, and Rules and Regulations are provided to all owners, in their entirety, whenever there is a comprehensive update, or upon sale of the unit. They are provided in a binding format that allows only the modified sections to be easily updated when changes are not comprehensive.

## 1.) Common Elements -- Use and Appearance

Common elements include all areas outside of the units, except for the streets. The lakes and landscaped areas (common grounds), swimming pool, tennis courts, playgrounds, clubhouse, pool annex building, guest parking areas, fire lanes, street lights, and roofs and exterior walls of all units are also part of the common elements. Certain structural components of the units are also part of the common elements. A complete legal description is found in the Declarations.

Areas of the common elements which are restricted to the use of individual unit owners include front yards, the carports and driveways, carport sheds, and back (or side) yards (extending 15 feet from the foundation of the unit. They are known as **restricted** or **limited** common elements.

- Nothing shall be altered, constructed on, or removed from the Common Elements without the prior written consent of the Board of Directors.
- No industry, trade, business, or profession of any kind shall be permitted on any part of the Common Elements.
- All damages to the Common Elements are the responsibility of the unit owner who caused them. Owners are responsible for the actions of all occupants and guests. Repairs will be made by the Association and billed to the unit owner.
- Everyone is entitled to quiet enjoyment of property. Excessive noise from any source is prohibited. Residents are encouraged to call the Wheeling Police Department to report such incidents.
- Residents and their guests who exhibit inappropriate behavior on any common elements may be prohibited from using those common elements.
- No activities that present a danger to residents, their guests, or their pets are allowed on the common grounds.
- Storage of any kind, littering, and dumping are prohibited throughout the common grounds.

### **1.1) Clubhouse**

- The unit owner, or authorized tenant, must be present in the clubhouse for the entire length of their activity. Leaving while any guest is present will cause the loss of your security deposit.
- The clubhouse facility is available for rental only to Tahoe Village Owners of record, who are in good standing. An owner may apply for use of the facility for his tenant who has a registered, written lease for a unit. The unit owner assumes full liability and responsibility. The clubhouse will be reserved on a "first come - first served" basis.
- Only owners who are in good standing (all assessments, etc. paid) as well as on the date that they apply to rent the clubhouse, and on date that they intend to use the clubhouse will be allowed to rent the clubhouse.

- The facility may be used for the social occasions of the residents and may be used for other purposes for the benefit of the community, at the discretion of the Board of Directors.
- Use of the clubhouse for any form of income generating activity is prohibited.
- The Board of Directors reserves the right to deny use of the facility to any owner who has previously violated the Rules and Regulations regarding its use.
- The rental period hours are 12 noon to 12:00 midnight, the same day.**  
1.1.2) Fees, Refunds and Required Items
- A rental fee, use of security deposit, and a serving liquor security deposit will be established by the Board of Directors. All of these fees are payable at the time of reservation. All deposits and fees are payable by check or money order. No cash will be accepted. For rentals booked less than 10 days in advance, only a money order or cashier's check will be accepted.
- A clubhouse rental form must be completed at time of rental.
- In conjunction with the rental of the clubhouse and any of the other amenities, the unit owner shall provide to the Association satisfactory proof of insurance for personal liability, property damage, and host liquor liability, including but not limited to a current Certificate of Insurance naming the Tahoe Village Condominium Association as a party insured.
- In the event of a cancellation, the security deposit will be refunded in full. The rental fee will be refunded according to the following schedule:

Number of days prior to scheduled event	% refunded
29 or more	100
21 to 28	75
14 to 20	50
13 or less	0*

Refunds will be made within 10 business days from the date of cancellation.

- Appeal for refund due to extenuating circumstances may be made to the Board.
- The key must be picked up during established business hours the day prior to your event. For weekend or holiday rentals, the key must be picked up before 3:00p.m. on the last business day prior to the weekend or holiday. The key may only be obtained by the person renting the facility.
- Upon completion of your event, return the clubhouse key to the office.

1.1.3) Restrictions and Responsibilities

- Use and access to the facility is specifically limited to the period contracted for. Decorating, delivering supplies or equipment, etc., prior to the contracted period is prohibited.
- The homeowner renting the clubhouse may not rent for another person. Doing so will cause the loss of your deposit, and possible loss of future rental privileges
- The homeowner is not to give the clubhouse keys to any other person. Giving the key to anyone will cause the loss of your deposit, and possible loss of future rental privileges.
- **The clubhouse is a non-smoking facility.** Smoking is not allowed anywhere inside the building. Guests may not smoke outside the building due to State of Illinois law.
- Responsibilities of the clubhouse renter include, but are not limited to:
  - ϕ **Removal of refuse, decorations, all personal items, and equipment, on a “You brought it... you take it with you,” basis. (The Association has no provision for refuse removal.) Failure to remove your garbage will result in the loss of your deposit.**
  - ϕ **Cleaning of tables, chairs, counters and appliances; Removal of garbage from the floor. Vacuuming and mopping are required**
- The clubhouse is not cleaned by a cleaning service. All cleaning is the responsibility of the renter. Any extraordinary cleaning and/or repairs will be performed by a professional service, selected by the Association or employees of the Association. Costs will be charged to the unit owner and will become part of his/her common expense account.
- The clubhouse facility will be inspected following each scheduled event. The security deposit will be refunded in full as long as all rules and regulations are adhered to, there is no extraordinary cleaning, nothing was damaged, and nothing needs to be replaced. Refunds will be made within 10 business days from the date of the event.  
 At the time of rental, it is hereby agreed that everything in the clubhouse is in good condition and fully operable, unless specifically noted in an addendum to the clubhouse rental agreement. Cost of replacing any lost or damaged items will be deducted from the security deposit. Damages or loss in excess of the security deposit will be charged to the unit owner and become part of his/her common expense account.
- Items with metal feet should not be placed on the countertops or ceramic tile floor. Renter will be responsible for scratched, burned, or damaged floors and countertops.
- The couches, chairs, coffee and end tables are NOT to be moved.
- All activities must be conducted inside of the clubhouse, unless prior written permission has been obtained from the Board of Directors. The swimming pool and pool deck are not available for your use during your event.
- All clubhouse events are to be conducted in such a manner as to not disturb residents of Tahoe Village.

- The renter accepts full responsibility and liability for the actions and/or damage caused by all guests, whether invited or not.
- The renter accepts full responsibility for the guest's parking. Guests may park in designated guest parking and legal, street parking areas.
- Renters shall not charge fees/money of any type, including, but not limited to: admission charges, entertainment charges, or beverage charges.
- The Association reserves the right to inspect an event in progress, and to terminate it for any material violation of the rules. The Clubhouse is monitored by security cameras, and all events are viewed for possible rule violations
- No pets or animals are allowed in the clubhouse.
- The use of tape in any form, pins, tacks, staples, or other similar fasteners, to attach any decoration or other item is prohibited. This action will cause the loss of your security deposit. Any other damage, cleaning, or labor expense incurred as a result of such action will be charged to the unit owner and will become a common expense on the unit owner's account.**
- Beverages in kegs, barrels, or canisters are prohibited.**
- With respect to the use of the clubhouse or any of the Association amenities, the Board of Directors shall be the final arbiter of all disputes. In the event the Board of Directors finds that any owner, resident or guest has not complied with the Rules and Regulations regarding use and rental, including but not limited to clean up, loss of security deposit along with fines and fees can be assessed. All decisions of the Board of Directors will be final.

#### **1.1.4) Furnishings and Equipment**

- The following recreational equipment is present and available:
  - ϕ TV
  - ϕ Blue ray player
  - ϕ Pool table
  - ϕ Foosball table
- The position of the lights shall not be changed. Furniture may not be moved, it must be in its original position. The Pool and Foosball tables may not be moved; movement will result in an assessment of a re-leveling fee.
- Stacking chairs are to be neatly stacked adjacent to the front door; folding tables are to be neatly stacked against the wall.
- No food or drinks should be placed on top of the TV/VCR, pool table, or Foosball table. The TV and Blu-ray player have cables and wires connecting the two units together, as well as cables and wires connecting these units to electrical outlets. No person shall tamper with, disconnect, or touch any cables, wires, or outlets where these connections are located. Furthermore, no person shall move the TV

or blueray player, nor shall any person connect, or attempt to connect, any cable, wire, or other item to the TV and/or blueray player. The TV and blueray player shall only be used for their intended purposes.

- The renter is specifically, but without limit, responsible for the return of the following items in the same condition as they were received:
  - φ Remote control for TV and blueray player
  - φ Foosball for Foosball table
  - φ Fifteen numbered pool balls and the cue ball φ
  - Four pool sticks
  - φ One bridge stick
  - φ One ball rack

## **1.2) Lakes and Common Grounds**

- Use of the Lakes and common grounds is restricted to members in good standing and their guests.
- Swimming, skating, boating, and any other activity that includes entry into, or onto the lakes is prohibited.
- No motorized vehicles of any kind are allowed on or in the lakes or any of the common grounds, except for Association authorized maintenance or emergency rescue operations.
- The lakes are available for fishing by residents and their guests from April 1<sup>st</sup> through October 31<sup>st</sup>.
  - φ State fishing licenses are required and all state fishing laws apply.
  - φ Only pole fishing is allowed.
  - φ Rocks are not to be used as casting sites. Rocks must not be removed. Fishing is to be conducted from the banks of the lake, above the level of the rocks.
  - φ Those fishing must keep their lines clear of the aerators and all water fowl.
- Chalk drawing is allowed on concrete surfaces only. Chalk must be water soluble.

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## **1.4) Swimming Pool**

The following rules are for the protection and benefit of all and to assure safe and sanitary operation of the pool facilities. These rules may be revised, or additional rules established, at any time by the Board of Directors. Parents are responsible for the conduct of their children.

### **1.4.1) Use and Authority**

- All persons using the pool, or pool area, or locker rooms do so at their own risk. Only members **in good standing**, or tenants of members in good standing, **and their guests** may use the swimming pool and adjoining facilities.
- Tahoe Village Condo Association, the Board of Directors, nor its employees assume responsibility for any accident or injury in connection with such use. Use of the pool facilities is at your own risk, as posted by required signage.
- State of Illinois Health & Safety regulations (in conjunction with Tahoe Village Condo Association) will be the rules governing conduct in and around the pool area.
- Certified lifeguards and assistants (under direct supervision of the contracted pool management company) will be in charge of the pool, pool area, and locker rooms.
- Lifeguards are responsible for enforcing pool rules and procedures. Their directions must be followed at all times. Failure to follow lifeguard instructions will result in immediate expulsion from the pool area and loss of pool privileges.
- All accidents or injuries in/at the pool area must be reported to a lifeguard immediately.
- There is to not be any sitting, standing, lounging, or blocking of the stairs that provide an entrance or exit to the pool. Pool deck is painted with this language as a reminder. Pool patrons are to use the deck chairs for conversations, and or lounging.
- Distracting conversations with lifeguards are not permitted while lifeguards are on duty.
- It is the duty of the senior lifeguard to determine whether the swimming pool shall be closed due to adverse weather conditions.
- The pool may be closed at any time due to mechanical breakdown or other operational difficulties, at the discretion of the lifeguard.
- All persons entering the pool gate are required to present a valid Driver's license or State ID with a Tahoe Village address.
- Swimming is not permitted without the presence of an approved lifeguard. Anyone entering the pool without proper authorization, or when no lifeguard is on duty, will be fined and may lose pool privileges.
- Admission to the pool is refused to all persons having any contagious disease, infectious condition, or open sores as identified by the pool staff. Adhesive bandages of any kind are prohibited.

- All swimmers will be required to take a shower in the nude, with soap and warm water, before entering or re-entering the pool.
- Clean and proper attire is required in the pool. Tee shirts may be allowed at the discretion of the pool staff.
- Babies must wear swimmie diapers, designed for pool use, along with rubber pants. Babies in disposable diapers are not permitted in the pool.
- Clean shoes may be worn while on the pool deck or in the shower room.
- Hair must be tied back if longer than chin length.
- No one shall enter the pool wearing bobby pins, hairpins, or other similar items.

### **Age Restrictions and Guest Privileges**

Age	<u>Use Restrictions</u>	Guest Privileges
Under 10	Only when supervised by parent or authorized person 17 years old or older. (The child whose tenth birthday is on or before September 1 <sup>st</sup> of the current year may take the swimming ability test in order to go into the deep end of the pool without a parent.)	May not bring guests.
10 to 13	Upon passing the swimming ability test or when supervised by parent or authorized person 17 years old or older.	May not bring guests.
14 to 17	Upon passing the swimming ability test or when supervised by parent or authorized person 17 years old or older.	May bring 1 guest of same age group or older. Guest may be required to pass the <u>swimming ability test</u> .
18 and older	May be required to demonstrate basic proficiency.	May bring up to 4 guests with season guest passes. Season guest passes are limited to 4 per unit. Guests may be required to pass the ability test.

#### 1.4.2) Pool Etiquette and Use of Equipment

- Personal conduct and language within the pool area must not jeopardize or abuse anyone's safety or comfort. Some examples of unacceptable behavior are: running, jumping, spitting, obnoxious nose blowing, throwing persons or objects, ball games, excessive splashing, and horseplay. Organized games may be allowed.
- Improper behavior as determined is the sole discretion of the on-duty lifeguards or other pool personnel and may result in loss of pool privileges, and or fine.
- All persons must enter the water feet first.

- Diving, or jumping into the pool is NOT allowed.
- No food, drink, gum, tobacco, or breakable material such as bottles, glass, or china is permitted on the pool deck. Eating, and drinking of non-alcoholic beverages is allowed in the designated picnic area only.
- Fins, toys, balls, inflatable toys, kick boards, and swim rings are not permitted in the large pool. Swimmie arm bands are allowed for children under 7 years of age
- The “kiddy pool” is restricted to children under 42” tall, and parents must be with the children inside the fenced area at all times.
- No one may sit on the pool ropes.
- Guard chairs are reserved for pool staff only.
- Furniture provided by the Association shall not be removed from the pool area.
- Private sunning furniture will be allowed if space permits. The staff reserves the right to regulate such usage.
- Bicycles, tricycles, strollers, or other similar items are **not permitted** in the deck/pool area.
- Absolutely no pets or animals of any kind are allowed in the showers, pool, or pool area.
- When leaving the pool area everyone must take all personal property with them. Tahoe Village Condominium Association, it’s employees, and contractors will not be responsible for loss of, or damage to, any pool user’s personal property.
- Anyone under eighteen (18) years of age must stay out of the pool while lifeguards are on a break or not present. In any event, the Association shall not be liable for any accidents that may occur when there is not a lifeguard on duty. During this time, all persons using the pool shall enter at their own risk.

Separate fine schedule is in effect for any issues concerning rules, regulations, and behavior.

“zero tolerance” applies for any verbal or physical confrontations with pool staff, or other pool patrons.

### **1.5) Tennis Courts**

- The tennis courts are to be used for **tennis playing only**.
- The courts are open to Tahoe residents in good standing and their guests.
- Court times are from 7:00 a.m. until **dusk**.

- Tennis court users must be prepared to show verification of Tahoe residency.
- Guests wishing to use the courts must be in the company of a Tahoe resident with proper identification, or have the identification of the resident they are visiting.
  
- No food is allowed in the playing area.
- Courtesy and tennis etiquette should be observed on the tennis courts at all times. Residents and their guests who exhibit repeated inappropriate behavior and/or inappropriate use of the courts may be restricted from use of the tennis courts.
  
- Non-players are not allowed in the playing area.
- Tennis players must rack up for use of courts.
- Courts have a one - hour limitation per tennis court. All times begin on the hour. If no one is racked up for a court, players may continue playing for the next hour.

Examples:

Begin at	End at
10:00	11:00
9:30	10:00
8:45	9:00

- Tennis shoes, and shirts must be worn on the courts at all times.
- The Board of Directors reserves the right to secure the courts for lessons, leagues, and other Association sponsored activities.
  
- Tennis courts are not to be used by residents for any profit making purposes.
- Users are expected to place their refuse in designated containers.

### **1.6) Other Common Elements**

- Nothing shall be done inside any Unit or onto any of the Common Elements which would impair the structural integrity of the Building, or which would structurally change the Building, or cause inconvenience to other residents, without the prior written consent of the Board of Directors.
  
- Nothing shall be altered, constructed on, or removed from the Common Elements without the prior written consent of the Board of Directors.

- φ No sign, signal, illumination, advertisement, notice or any other lettering or equipment shall be exhibited, painted, affixed, or exposed on or in any window, or any part of the outside of any Buildings, or on any of the Common Grounds, without the prior written consent of the Board of Directors.
- Seasonal decorations are excepted from this rule and are subject to rules described in the section titled, Windows and Screening.
  - Electric bug killers are not allowed on the common or restricted common elements.
  - Laundry lines and the hanging of laundry are not allowed on common or restricted common elements.
  - Only bird houses, bird feeders, and seasonal decorations can be hung from trees. (See sections on Bird Feeder, and Bird Houses and Seasonal Decorations)

## **2) Appliance Installation and Utilities**

No unit owner shall overload or deviate from the standard use of the electrical, water supply, or sewage lines of Tahoe Village. It is not permissible to operate any equipment that causes a malfunction of any of these systems or disturbs the rights of others.

## **3) Assessments and Assessments Collections**

### **Assessments are due on the first day (1<sup>st</sup>) of each month.**

All payments are to be made with the supplied coupon book, and sent to the address shown. The payments shall be made payable to the Tahoe Village Condominium Association. Assessment payments will not be taken at the office unless extenuating circumstances warrant this decision

A late fee will be charged to any account on which the full assessment due, including any special assessment or other charges, **has not been received on, or before**, the seventeenth (17<sup>th</sup>) day of the month in which it is due. All payments received will be applied in the manner specified by the Board of Directors.

Unit owners, for whom a payment schedule for arrears has been approved by the Board of Directors, will not be charged the late fee from the date that the payment schedule is approved. However, if the unit owner fails to meet the terms of the schedule, the late fee will be assessed, and all late fees previously waived will be charged to the unit owner's account.

Any account on which the full assessment, including any other charges, has not been paid within thirty (30) days of the original due date shall be referred to legal counsel for collection proceedings. Unit owner shall first be notified, in writing, of the delinquency. All legal costs incurred will be assessed to the homeowner's account.

The Board and its attorney may collect, evict, foreclose, or take any and all actions available against a delinquent unit owner from among those offered by statute, the Declarations, or the Bylaws.

The non-payment or withholding of assessments, or any portion thereof, because of dissatisfaction with services provided, non-use of facilities, disputes concerning repairs, and/or maintenance is prohibited.

Persons having a grievance must present their complaint to the Board of Directors.

Any and all costs incurred in collecting delinquent assessments from the unit owner shall be charged to, and paid by the unit owner.

Any fines, repairs, or special assessments for damage to the common elements, and chargeable to a specific unit, or utility charges are subject to these Rules and Regulations.

Any unit owner who is delinquent in the payment of assessments, common expenses, costs, charges, or fees to the Association is not a member in good standing, unless they are in strict compliance with a Board approved payment plan. As stated elsewhere in these rules, the Board reserves the right to suspend or revoke certain privileges to owners or tenants of owners who are not members in good standing.

#### **4) Attic Fans**

Attic fans are not allowed due to the fact that they void the roofing shingles warranty. All attic fans were removed as of the last roof tear off and replace.

#### **5) Bird Feeders and Houses**

Feeding of ducks and geese is prohibited.

**One birdfeeder or birdhouse** is allowed in the front of each unit and one is allowed in the rear. Feeders may be no larger than five (5) pound seed capacity and must be designed to minimize seed dropping.

Feeders and houses may be hung from trees or stands. Stands may only be placed in existing tree, shrub, or flowerbeds. Nothing must be placed in the lawn areas.

The unit owner assumes all liability for any damage to trees and landscaping resulting from the placement and/or existence of feeders and houses. Maintenance and upkeep of bird feeders and bird houses are the unit owner's responsibility.

Feeders or houses which are considered a nuisance or hazard, as determined by the Board of Directors, will be removed.

#### **6) Conduct of Homeowners**

##### 6.1) Emergency Calls During Non-office Hours

Calls to the emergency answering service shall be limited to emergencies only. Calls that are made to the emergency answering service and are deemed to be non-emergencies or the homeowner's responsibility may be subject to a fine.

6.1.2) Communication with the Board

Communication with Board members is encouraged. Phone calls to Board members may only be made to the Tahoe office, not Board member’s homes. Phones calls to Board members homes could be deemed harassment.

6.1.3) Conduct of Homeowners at Meetings

Homeowner input is encouraged at meetings during Homeowner’s Forum as scheduled by the Board. Homeowners shall conduct themselves in a civil and respectful manner. Should any homeowner become disruptive, rude, belligerent, or apparently out of control, the Board shall have the right to ask the homeowner to leave. If the owner does not respond in an appropriate manner, the Board any levy a fine and have the owner removed.

**6.1.4) Contact of Contractors/Vendors Contracted by the Board of Directors**

Homeowners/residents are not allowed to contact, harass, or deter contractors, vendors, attorneys, accountants, or other vendors hired by Tahoe Village. Certain issues are authorized, expected, and realized. Any costs or expenses resulting from a unit owner’s, or unit owner’s agent’s, unauthorized contact with contractors, vendors, attorneys, accountants, or other parties contracted by the Tahoe Village Board of Directors will be charged to the unit owner’s account. Homeowner/resident also may be fined if the action is determined to be non-warranted by the Board of Directors

**7) Display Items on Carports and Exterior of Units**

Nothing can be hung from the door canopies or awnings.

The following items may be hung from, or affixed to, the carport and/or exterior walls of the unit:

ITEM	CARPORT	EXTERIOR
Decorative flags	X	
Garden hose holders		X
Hanging baskets	X	
Mailboxes	X	
Newsletter holders	X	
Seasonal decorations	X	X
Wind chimes	X	X

No other items may be hung from or affixed

Damage to the unit exterior or carport from the installation or presence of any display item is the responsibility of the unit owner. Cost of any repair will be charged to the unit owner.

Wind chimes that create a disturbance must be removed or relocated upon written notice by the Board.

\* These items, and any other items not listed, require an approved Exterior Improvement Form (Appendix A1).

\*\* Seasonal flags and/or holiday decorations may be displayed for one month prior to one month after a Holiday.

**EXCEPTION: Winter holiday decorations may be put up on or after November 15<sup>th</sup>, but are NOT to be**

**turned on until Thanksgiving. Decorations may not be attached to the shutters, siding, or carport with nails or screws or by any means that will make a hole in, or permanently damage the shutters, siding, or carport.**

\*\*\*New mailboxes and newsletter holders were provided by Tahoe Village Condominium when carports were rebuilt. Subsequent mailboxes will be the Homeowner's responsibility.

## **8) Divider Fences**

Installation or replacement of divider fences requires an approved Exterior Improvement Form (Appendix A1). Specifications for divider fences can be found in the divider fence specifications section (Specification S2).

Unit owner is responsible for all maintenance and repairs of divider fences.

Hedges may be used as dividers. Hedges are to follow the same height and length restrictions as divider fences. Upkeep of hedges for the first year is the responsibility of the unit owner (see the section Trees and Shrubs). Replacement of dead plant material remains the unit owner's responsibility.

## **9) Doors**

Maintenance of all doors, including appearance and painting, is the unit owner's responsibility. Replacement of any door, or the addition of a storm door, where none is present, requires an approved Exterior Improvement Form (Appendix A1).

Exterior of front doors must be metal or fiberglass. Glass panels are allowed as shown in the Front Entry Door specifications (Specification S5). Front doors must have an embossed design or an embossed design with windows and must be painted beige on the outside. Approved colors from a variety of paint brands are listed in the specification, as well. When replacing the front door, it must be the same size and fit the original size opening. No solar glass is allowed. Beveled glass is permitted for door and sidelights.

When unit owner replaces any exterior doors, the flashing and caulking around the doors is the homeowner's responsibility. The door must be clad in aluminum to match existing siding trim color. All molding around doors must be clad in aluminum.

Storm doors must be black, dark brown, almond. Storm door frames must be metal or wood core, with metal or vinyl cladding. Glass/screen area may be  $\frac{1}{2}$ ,  $\frac{3}{4}$ , or the full area of the door, with the remainder being solid. No bars, colored glass, wrought iron, or jalousie windows are permitted.

Patio door and screen frames must be metal, fiberglass, or vinyl or metal clad wood, and must be black, dark brown, almond, or bronze on the exterior. Patio door glass panels that have broken weather seals, resulting in fogging or discoloration of the glass, must be replaced by the unit owner within ninety (90) days of receipt of notice from the Association.

Torn patio door screens must be repaired or replaced within thirty (30) days.

## **10) Election of Directors to Board of Directors**

The following rules govern the election of Directors to the Board:

- Directors are elected at the annual meeting, which is held after the 17<sup>th</sup> of March each year. The exact date is set by the Board at least 60 days in advance.
  
- In even numbered years, four (4) Directors are elected; in odd numbered years, five (5) Directors are elected. Terms of office are two (2) years. Nine members is the limit set forth by the Declarations. The Board may consist of any number of Directors subject to acclamation.

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- Self-nominating forms will be distributed to homeowners. Those interested in running for election to the Board must submit their self-nominating forms no less than thirty (30) days prior to the election.
- The Board may choose to hold a Candidates' Forum, where residents can meet the candidates.
- Names of all self-nominated candidates will be printed on an official ballot, which shall be mailed to all unit owners, along with an envelope addressed to the Association, a copy of these election rules, and an information sheet about the candidates based on their self-nominating applications.
- The official ballot will indicate the percentage of ownership of the unit owner, but will contain no other owner information.
- The envelope for return of the ballot will have an identifying number printed on the outside to insure that only 1 ballot is received per unit. Office personnel will check off a master list, indicating that a ballot has been received for that unit. Removal of that number will void the ballot.
- Unit owners shall seal their marked ballot inside the envelope and may mail their ballot, drop it off at the Tahoe office, or bring it to the election meeting. All ballots will be dropped into the ballot box and remain in their sealed envelopes, in the ballot box, until it is time for them to be counted, at which time no additional ballots will be accepted.
- Only official ballots will be counted. Tahoe management will prepare the ballots in a manner designed to insure they cannot be falsified.
- Candidates may distribute literature to the unit owners by U. S. mail, by placing it in the newsletter slots, or by going door to door. Door to door campaigning shall be confined to the hours of 11:00 a.m. to 7:30 p.m.
- Since all unit owners will have the opportunity to submit their ballot with or without attending the election meeting, proxies will not be utilized.

## **11) Enforcement Policies**

If a unit owner violates, or is otherwise liable for, a violation of any of the provisions of the Declaration, Bylaws, and/or Rules and Regulations of the Association, the following shall occur:

- Upon a first violation the unit owner will be notified of the nature of the violation. Included in the notice will be the date by which the violation must be corrected in order to avoid a fine.
- If the violation is not corrected by the specified date, a “warning letter” will be sent from the management office with a “final date: to correct the violation. This letter will contain the amount of the possible fine.
- If the unit owner still does not correct the violation after that notice the owner will be scheduled to meet with the Board to discuss the issue. The decision of the Board at that time will be final. The owner can be held responsible for any fines imposed, the expenses of this notification, and any and all legal costs incurred as a result of the unit owner’s responsibility to pay.
- Any unit owner charged hereunder will pay all charges assessed within thirty (30) days of the notification that such charges are due. Failure to make timely payment will subject the unit owner to all of the legal or equitable remedies necessary for collection.
- The remedies hereunder are not exclusive and the Board may, in addition, take any action provided for in the Declaration and Bylaws to prevent or eliminate violations thereof, or of the Rules and Regulations of the Association.
- All unit owners have the following due process rights:
  - φ Upon receipt of a notice of violation, the unit owner must submit a written request for a hearing within ten (10) days after receiving notification of a violation.
  - φ If no written protest is filed within ten (10) days, the violation will be considered admitted. Should a request for a hearing be filed by the deadline, a hearing on the matter will be held before the Board at the next scheduled meeting.
  - φ At the hearing, the Board shall hear and consider arguments, evidence, or statements regarding the alleged violation. The Board shall deliberate in executive session and make a recommendation. The Board shall state the outcome regarding the alleged violation and upon a vote duly called for and noted in the minutes, the decision of the Board shall be final and binding on the unit owner.
  - φ Payment of charges shall not become due and owing until the Board has completed its determination. Notification of the Board’s determination shall be made in writing.

## **12) Exterior Improvements**

No building, fence, wall, awning, or other structure shall be commenced, erected, or maintained upon the common or restricted common areas.

Satellite dishes or antennas are allowed only on limited common elements for which the unit owner has sole maintenance and replacement responsibilities, i.e.; patios or rear divider fences. Only satellite dishes of less than one meter in diameter or antennas are permissible.

No satellite dish or antenna may be mounted or placed on any of the common areas ie: roof. Prior to installing any satellite dish or antenna, an Exterior Improvement Form must be submitted and approved. A description of the size and proposed location must be included.

For safety reasons, cables or wires leading from the dish or antenna must be placed and buried as described in Section 14 - Exterior Wiring.

No addition, change or alteration to the exterior of the dwellings, nor other improvements on the common areas, shall be made, until written plans and specifications showing the nature, kind, shape, height, materials, and location of the improvement have been submitted to, and approved in writing by the Building and Grounds Committee (composed of members appointed by the Board), and the Board of Directors.

### **Certain guidelines have been established by the Board of Directors for all exterior improvements.**

- For any exterior improvement, you must submit an Exterior Improvement Form (Appendix A1) to the management office. A "Hold-Harmless Agreement," certificate of insurance, and the specifications and plans for the improvement must accompany the Exterior Improvement Form.
- The Building and Grounds Committee will review your request. Standard requests that meet all established requirements or specifications will be approved by the Committee. Requests that do not meet the established requirements or specifications will be forwarded to the Board, along with the Committee's recommendation.
- Work cannot begin until written approval of the Board of Directors is received. Commencement of work prior to receipt of approval may result in a fine and restoration to the original condition, at the unit owner's expense.
- The unit owner is responsible for the maintenance and upkeep of any improvements. The unit owner is also responsible for any damages resulting from such improvements.
- Standard specifications for various types of Exterior Improvements are shown in the appendices.

### **13) Exterior Lights and Fixtures**

The maximum wattage of a bulb in an exterior light fixture is 100 watts. Bulbs may only be clear, frosted, or yellow. Replacement or addition of exterior lighting fixtures requires an approved Exterior Improvement Form (Appendix A1). Unit owners are responsible for any resulting damages to the common elements. Path lights with a maximum wattage of 11 watts, such as Malibu style, are allowed in the rear of the unit along the edge of the patio and under the windows, parallel to the exterior wall. Path lights are also allowed on the side of end units, if placed within flower or shrub beds, parallel to the exterior wall. Path lights may be placed in flower or shrub beds in the front of units, under the windows, parallel to the exterior wall. Wires for path lights must be buried. The unit owner must call J.U.L.I.E. (Joint Utility Locating Information for Excavating), at 1-800-892-0123, to locate underground utilities before digging. This free service is required by law. An approved Exterior Improvement Form is required.

### **14) Exterior Wiring**

- The only wiring allowed on the exterior of the buildings is commercial cable television service wiring and telephone service wiring. Unit owners are responsible for any resulting damages to the common elements. Wiring must be installed as follows:
- The cable/wire serving the unit is to be set underground from the service pedestal to the unit at a minimum depth of twelve (12) inches below ground level.
- The entry (bushing hole) for the cable/wire must be placed in the rear of the unit, no higher than two (2) feet from the ground. Townhomes' (units without basements) cables may be located in the front of the unit. Units with side patios may have entry on the side of the unit. At any point where the cable/wire enters the unit, there must be a grounded connector.

### **15) Fireplace Logs**

The following rules apply to fireplace logs:

- Units with fireplaces may keep logs outside from November 1<sup>st</sup> through April 15<sup>th</sup>. Logs must be removed by April 16<sup>th</sup>, or they will be removed by the Association. Removal cost will be charged to the unit owner.
- Logs must be kept at the rear of the unit, on the patio or on patio blocks (see Patio Specifications, Specification S4, for proper installation instructions and requirements).
- Logs must be located no closer than three (3) feet from the building and shall not extend out more than five (5) feet from the building.
- Logs must be neatly stacked.
- Log stacks shall not exceed five (5) feet in length, four (4) feet in height, and two (2) feet in width.

## **16) Flowers and Ground Cover**

Flowers and/or ground cover may be planted in existing flower and shrub beds and around mature trees. An Exterior Improvement Form is not required in these cases; however, your plants must meet the following requirements:

- Flowers and ground cover must be appropriate for the location (sunny, partial sun, shade, etc).
- Flowers and ground cover must be of a variety that has an expected growth of twenty-four (24) inches tall, or less.
- The unit owner is responsible for turning the soil and weeding the area of the flowers/ground cover.

To plant flowers or ground cover anywhere besides an existing bed, an approved Exterior Improvement Form (Appendix A1) is required.

## **17) Grills**

Barbecue grills (gas in-ground; propane-tank gas, electric) are allowed only in the rear of the units, except for units with side patios, which may have grills on the side, and the townhome buildings, which may have grills in the front of the unit. Townhomes are the units at 540 W. Lodge, 550 W. Lodge, and 560 W. Lodge). Grills must adhere to the following guidelines:

- Charcoal Grills are NOT allowed per our Insurance Company, Farmers Insurance.**
- Free-standing grills must be located at least fifteen (15) feet from the building and must be placed on a patio or on patio blocks (see Patio Specifications, Appendix S-4, for proper installation instructions and requirements).
- Gas grills with in-ground posts must be located at least fifteen (15) feet from the building. An approved Exterior Improvement Form (Appendix A1) is required. See specifications for permanently installed grills (Specification S3).
- Grilling is **never** allowed on back stoops or under carports.
- Grills must be cleaned and properly maintained.

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## **18) Insurance**

Unit owners shall be individually responsible for insuring their personal property located inside their respective units and elsewhere on the property. Unit owners must provide a copy of proof of current insurance to the Association upon request. If a unit is leased, the owner continues to be responsible for insuring all items not covered by the Association's insurance provisions. Additionally, the lease must require that the tenant maintain insurance on their own personal property. A copy of this policy must accompany the lease.

Nothing shall be done or kept in any unit, storage shed, or common elements, which would increase the rate of insurance on the building; and nothing, shall be done therein, other than those anticipated activities applicable for its intended use, without prior written consent of the Board.

Owners shall not permit anything to be done or kept in their respective units, storage sheds, or in the common elements, which would result in the cancellation of insurance on the building, or which would be in violation of any law.

The Association is not responsible for any claims not covered because of the Association's insurance deductible. Each unit owner is self-insured for that amount and must submit a claim to their own insurance carrier if they wish to be reimbursed. The affected unit owners are responsible to pay the deductible amount for any claims submitted to the Association's insurance.

## **19) Mailboxes**

Mailboxes are the unit owner's responsibility. Mailboxes must be black, and comply with U. S. Postal Service regulations and are to be used for U. S. Mail only.

Mailboxes may only be attached to the interior wall of the unit's carport. Replacement of mailboxes requires an approved Exterior Improvement Form (Appendix A1).

## 20) Maintenance Responsibilities

The following chart lists each maintenance item and indicates who is responsible for the maintenance, the Association or the homeowner. All items not specifically listed are the responsibility of the unit owner.

<b>Item</b>	<b>Unit Owner</b>	<b>Association</b>
Air conditioner fixtures and pads	X	
Appliances	X	
Attic fans	X	
Awnings:		
- Front of units - except damage by residents		X
- Rear of units	X	
Carport storage sheds	X	
Carport structures, roofs, gutters, and down spouts	-	X
Caulking - Exterior	-	X
Chimney - except fireplace chimneys	-	X
Clubhouse facility	-	X
Door bells	X	
Doors		
- Front entry	X	
- Patio	X	
- Storms	X	
Down spouts on buildings		X
Drain tiles		X
Dryer and bathroom vents (exterior)	X	
Electrical outlets on exterior walls of units	X	
Exterior light fixtures that are not the original, not including glass globes or light bulbs	X	
Exterminating:		
- Inside Insects	X	
- Inside rodents	X	
- Outside flying - bees, wasps, hornets		X
- Outside insects - termites & carpenter ants only		X
- Outside rodents		X
Fences:		
- Buffalo Grove Road - West Lodge Trail		X
- Divider	X	
- Tennis court, swimming pool, tot lot		X
Fireplaces & fireplace chimneys	X	
Flood damage	X	
Flower boxes	X	
Frozen water pipes	X	
Furnaces	X	
<b>Item</b>	<b>Unit Owner</b>	<b>Association</b>

Insulation - Attic	X	
Insurance		
- Unit interiors, furnishings, possessions	X	
- Structures and common elements		X
Landscaping:		
- All trees,bushes,shrubs		✓
- All areas except flower and vegetable gardens		✓
Light bulbs		
- Inside and on unit exteriors	X	
- Street lights		X
Locks on doors and carport sheds	<u>X</u>	
Mailboxes	<u>X</u>	
Painting		
- Common areas		X
- Front doors and interiors	X	
Paved areas:		
- Carports		X
- Fire lanes		X
- Guest parking areas		X
- Patios	X	
- Sidewalks		
- Stoops		X
- Steps	X	
Plumbing - inside of units (includes silcock)	<u>X</u>	
Ponds		X
Pool annex facility		X
Roofs		X
Scavenger - refuse service (contracted by Village of Wheeling)	X	
Security	<u>X</u>	
Sewer lines - from foundation wall to Village sewers	-	X
Siding on exteriors	-	X
Signs - street, parking, common elements, address	-	X
Smoke detectors	<u>X</u>	
Snow removal		
- Driveways and walks	X	
- Guest parking areas		X
Structural supporting walls and roof supports		X
Sump pumps		
- Individual units	X	
- Common elements		X
<b>Item</b>	<b>Unit Owner</b>	<b>Association</b>
Sump pump PVC pipe from the sump pump through the	X	

outside wall of the unit, up until the flexible plastic hose		
Swimming pool and pool deck	-	X
Telephone and cable TV wiring	X	
Tennis courts	-	X
Water service & hot water heaters	X	
Window well covers	X	
Windows - primary and storms, including cleaning	X	

## 21) Parking and Vehicles

Parking rules apply in all areas of Tahoe Village, including carports, driveways, streets, and all other designated parking areas.

Traffic and parking control on the streets and fire lanes is the responsibility of the Village of Wheeling. The Village will post signs to control traffic and parking and will enforce those regulations.

Parking is permitted only on driveways, carports, streets and in designated parking areas. Parked vehicles may not block the entrance to, or exit from, a driveway, unit, or other common element.

Improperly parked or abandoned vehicles are subject to removal or fines, as follows:

- The Wheeling Police Department will be notified and asked to issue a citation and/or remove the vehicle, where they hold jurisdiction.
- Where the Police have no jurisdiction, notification will be attached to the vehicle.
- When ownership can be traced to a unit owner, tenant, guest, or visitor, the unit owner will be notified of the violation in writing and must remove the vehicle within three (3) days of receipt of notice from the Board.
- The unit owner is subject to a fine, as established by the Board, for each day that the violating vehicle remains on the property. (See the Fee Schedule, Appendix A2).

In deference to the safety of all residents, any parked vehicle which creates a hazard to the safety of residents due to its size, or for other reasons, may be required to park elsewhere.

Automobile washing and minor repairs to vehicles are allowed on the drives; however, any damage or hazard created as a result of such activities by an owner, tenant, guest, visitor, or other resident is the responsibility of the unit owner. Cost of any repair will be charged to the unit owner.

Vehicles permitted in Tahoe Village:

- Must have valid, current registration plates and stickers.
- Must be in good repair and in drivable condition.
- May be any passenger type vehicle.
- May be any recreational vehicle with a current "B", "RV", or other passenger license plate.
- May be motorbikes and motorcycles that are registered and licensed.
- May be limousines, pickup trucks, or commercial vans with a gross registered weight of 16,000 lb. or less that are used by a unit owner or tenant in his/her business and are driven daily.
- May be commercial delivery and repair trucks, while services are being performed. Such vehicles may not park in guest parking areas.

Vehicles not permitted in Tahoe Village:

- φ Any vehicle in a state of disrepair, rendering it incapable of being driven in its present condition; or,
- φ Any vehicles that has not been used or moved for a period of at least seven (7) consecutive days and is apparently deserted; or,
- φ Any vehicles without a current, valid vehicle license plate and sticker; or,
- φ Any vehicles where the acts of the owner and condition of the vehicle clearly indicate that it has been abandoned.
- φ Commercial vehicles may not park in any guest parking area. Boats, trailers, mobile homes, and camping trailers may not be parked anywhere in the complex, except for loading and unloading.

## **22) Patios**

Addition or replacement of a patio requires an approved Exterior Improvement Form (Appendix A1). For information on approved patio types and specifications, please refer to the patio specifications (Appendix S4).

Unit owners shall keep patios clean and free of clutter, debris, and unsightly materials. Nothing shall be stored on a patio that creates a hazard.

Patios may not be enclosed.

Patios are the sole responsibility of the homeowner, including installation, replacement, upkeep and reparation.

The patios were installed at the discretion of the individual homeowner and were not part of the original construction in the back yard area. Thus, any alteration that impedes the ability to correct an underground plumbing problem or any other underground issue in that area is not the responsibility of the Association.

### 23) Pets

No animals, other than dogs, cats, birds, fish, or other animals reasonably considered to be household pets, shall be raised, bred, or kept in any unit or on the common elements. Exotic animals, Vietnamese pot-bellied pigs, arachnids, large reptiles or any animal that within the discretion of the Board is inappropriate for condominium living shall not be allowed. No commercial activity regarding animals is permitted.

Pets must be maintained using strict sanitary procedures. No pet may be kept in such a way as to pose a health or safety hazard. All pets must be leashed or chained when outside the unit. The leash may be no longer than six (6) feet. The tie-out chain may be no longer than fifteen (15) feet, and may not be anchored in grass areas.

No pet may be left outside at any time without owner outside with the pet. The person attending the pet must pick up solid pet waste immediately upon deposit and dispose of it in a sanitary fashion. Waste should be put in airtight plastic bags and stored in an airtight plastic refuse container until pickup by the waste hauler.

Pets may not be fed when outside of the unit or when located on any portion of the common elements. Water bowls must be removed when the pet is no longer present.

Unit owners are responsible for any and all damages or violations caused by any pet kept or maintained in their units, including pets of tenants, guests or visitors. The cost of professionally repairing or remedying any damage caused by a pet, as well as any other costs or charges associated with maintaining or enforcing the relevant portions of the Declaration, Bylaws, and Rules and Regulations will be charged to the responsible unit owner.

Any unit owner whose pet has been found to be responsible for three (3) or more violations of these rules has a pet that shall be considered a nuisance. The Board, after consideration of the facts and circumstances, may order the permanent removal of the pet from the property, upon three (3) days written notice from the Board or its authorized agent.

All Village of Wheeling, Illinois statutes, ordinances, rules and regulations of the government organizations or bodies having jurisdiction are incorporated herein and made a part thereof.

## 24) Refuse Disposal

Garbage cans are permitted provided they meet the following requirements:

- Garbage cans must be molded plastic material.
- Lids must be tightly fitted to the container and covered at all times.
- Garbage containers must be no larger than 32 gallons.
- No more than 2 containers per unit are permitted.
- Containers are to be kept in the carport or may be placed adjacent to the front entrance or in the rear of the unit, adjacent to the unit on a non-grass area.
- All** refuse **stored** outside prior to being put at the curb for pickup must be stored **inside** of the garbage **cans**.

The following rules apply to refuse pickup:

- Refuse may not be put out at the curb until dusk of the day prior to the the pickup.
- All refuse is to be placed near the curb, or other designated collection area, in an orderly fashion.
- All refuse placed at the curb is to be contained in securely tied plastic bags. Disposable cardboard containers are acceptable for rubbish (non-food items) and yard waste only. All plastic bags and cardboard containers must be of sufficient strength to hold and bear the weight of the contents without tearing or breaking, regardless of the contents they contain.
- For disposal of **bulky** or special items, it is the unit **owner's responsibility** to contact the disposal company to arrange for pickup. These items must **not** be placed outside prior to dusk of the day before the pickup.
- Recycling** pickups are made once a week. Recycling bins may be placed at the curb along with your other refuse. Bins must be removed from the curb or designated collection area by midnight the day of the pickup and **stored inside**.

## 25) Sale or Lease of Units

1. The Association has, and retains, a first right of refusal with regard to all sales and leases of units. Article VIII of the Declarations and Bylaws sets forth the procedures and notice requirements for sale and/or lease of units. Any failure by a unit owner to comply with these procedures will result in a non-authorized sale or lease, which may be set aside at the discretion of the Board of Directors.
2. A sale or lease which does not comply with the Declaration, Bylaws, Illinois Condominium Property Act, or ordinances will not be considered or accepted. The Association will not be required to exercise its right of refusal with regard to any sales or leases which do not meet or comply with the noted prerequisites. All leases must be in writing.
3. Each contract for sale or lease of a unit shall be in compliance with all requirements set forth in Paragraph 4, below, the Association securing, in a timely fashion, all documentation, and the Association waiving its first refusal right.
4. At least 30 days prior to the sale, lease, or sublease of a unit, and at least 30 days prior to a change in occupancy of a unit, the owner must complete and submit the following documents to the management office.
  - a. A notice of intent to sell, lease, or sublease the condominium unit.
  - b. Sales contract (if a sale).
  - c. Complete Lease and completed rental packet with approved riders and Village of Wheeling Lease License.
  - d. Resident/Tenant/Lease information sheet and proof of insurance.
5. A processing fee, authorized by and established in accordance with Section 22.1 of the Illinois Condominium Property Act, will be charged to each seller.
6. Numerous requests for information concerning the Association are received from unit owners, realtors, appraisers, lenders, buyers, etc., in connection with the sale or re-financing of a unit. The Association cooperates in furnishing information requested through a standard package of documents (see paragraph 8, below). Any requests for information not contained in the standard package will result in an additional charge for the time required to furnish the information requested. The Association does not provide plats of survey, floor plans, or the Association's insurance policy.
7. The Board of Directors or its employees will not honor, accept, or respond to any requests from lenders, banks, or other entities for certification, opinion, or warranties concerning:
  - a. Reviews of or analysis of the Condominium Documents or related Constituent Documents;
  - b. Any written agreements with the Association;
  - c. State and local laws pertaining to the Association;
  - d. Data with respect to prior or current sales;
  - e. Occupancy levels;
  - f. History of the Association, other than contained in these documents.

Requests for legal opinions concerning the governing documents of this Association shall not be directed to the Association's attorney or any organization, individual, or entity associated with the Association. Any contact with the attorney, or any individual, or entity will result in a charge back to the unit owner making the request, for any time or effort incurred as a result of the charge or contact. The Association assumes no responsibility for such requests, and will bill any costs, fees, or expenses incurred to the unit and unit owner.

8. The standard package of documents available from the management office for use in the sale of a unit or re-financing of a loan consists of the following:

- a. Application to purchase/lease;
- b. Notification of intent to sell/lease;
- c. Documentation required by Section 22.1 of the Illinois Condominium Property Act;
- d. Courtesy information concerning Tahoe Village background;
- e. Form for requesting "Certificate of Insurance."

This standard package will be furnished to a unit owner, or their representative, who is selling or re-financing their unit, upon payment of a processing fee as established by the Board of Directors. In the event that the documents described in the previous paragraphs are not completed and delivered on, or before, the dates provided herein, letters exercising or waiving the Association's first refusal right will not be issued.

9. All unit owners who do not reside in their unit must provide the Association with their permanent resident address and telephone numbers where they can be reached in an emergency. Any expenses of the Association incurred in locating a unit owner who fails to provide such information shall be assessed to that unit owner's account. 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 at any address, other than the address of the unit; and the Association shall not be liable for any loss, damage, injury, or prejudice to the rights of said owner caused by any delays in receiving notice resulting therefrom.

10. No unit owner may lease less than the entire unit, nor may the unit be leased for a period of less than one (1) year.

11. The unit owner shall be responsible for providing the tenant with copies of the Declaration, Bylaws, and Rules and Regulations of the Association. In addition, the Association shall be provided both a signed original lease and rider. Any expenses incurred by the Association in obtaining these documents, or the information contained therein, shall be charged to the unit owner as part of his common element expense.

12. In the event of any violation of the Declaration, Bylaws, or Rules and Regulations of the Association by a tenant, the Board will notify both the owner and the tenant.

The Board, at its discretion, shall determine what action(s) are necessary against the unit owner. When the Board determines that a violation, or series of violations, warrants termination of the lease, the Board may take whatever action(s) are necessary to terminate the lease.

13. An administrative charge shall be assessed for each violation of these rules.

Additionally, the Association may proceed with any other remedies available, including a forced sale of the unit and termination of any purchaser, tenant, or occupant usage. All costs and expenses associated with securing the necessary documentation after a violation of these rules shall be charged to, and become the responsibility of, the unit owner and shall be considered additional common expenses.

## **26) Smoke Detectors**

At least one (1) smoke detector must be installed and operational on each level of the unit.

Unit owners shall comply with all Federal, State, and local ordinances regarding smoke detectors.

## **27) Storage in Front of Units**

The following limits are placed on storage of items in the front of units:

- Properly licensed and maintained cars, vans, small trucks (see rules for Parking and Vehicles).
- Bicycles, properly chained and kept in an orderly manner.
- Lawn chairs, kept neatly stacked or folded when not in use. Lawn chairs must be stored indoors or on the patio, from November 15<sup>th</sup> through April 15<sup>th</sup>.
- Refuse containers that meet Tahoe Village guidelines (see Refuse Disposal).
- Snow removal equipment may be kept outside between November 15<sup>th</sup> and April 15<sup>th</sup>, if maintained in a neat and orderly manner.
- Any item not listed in this section is not allowed to be stored in front of the units.

## 28) Storage Sheds

Prior to construction of a storage shed, the unit owner must have an approved Exterior Improvement Form (Appendix A1). Specifications for storage sheds are included in Specification S1.

**Flammable materials are not to be stored in sheds, regardless of the type of container used.** Garbage may not be stored in sheds at any time. Items left outside of storage sheds may be removed and disposed of at the unit owner's expense. Sheds must be kept locked.

Any personal property liability associated with the shed and/or its contents is the unit owner's responsibility. Maintenance of acceptable appearance of the shed is the unit owner's responsibility. The Association is not liable for any damage to sheds caused by repairs to the carport structure or cement.

## 29) Trees and Shrubs

Residents may plant trees or shrubs, or replace existing trees or shrubs, but the following guidelines must be followed:

- Decide what you would like to plant and where you would like to plant it.
- Submit an Exterior Improvement Form (Appendix A1), and wait for approval. Approval is provisional; you may not proceed without the next step.
- Call J.U.L.I.E. (Joint Utility Locating Information for Excavating), at 1-800-892-0123, to locate underground utilities prior to digging. This is required by law, and is a free service. If you dig without calling J.U.L.I.E. and sever any underground utility lines, you will be responsible for any damage. This may be very expensive. Additionally, **severing a utility line could kill you.**
- Plant materials become the property of the Association, but it is the unit owner's responsibility to maintain these trees and/or shrubs for one year after planting.
- After the first year, maintenance becomes the responsibility of the Association.
- Ownership and decisions about planted material belong to Tahoe Village

### **30) Unit Alterations**

Plans for altering, combining, or dividing units must be submitted, in writing, to the management office, not less than thirty (30) days before the scheduled start of construction. You must receive written approval of the Board of Directors prior to starting the project. This includes changes in the unit's interior construction, such as removing, relocating, and changing of walls. Proposals for changes which may involve the building's basic structural design must be accompanied by a plan prepared and approved by an Illinois licensed structural engineer, whose professional seal shall be impressed on the plans. Any attempted alteration prior to approval will result in a fine and may be stopped by court action, if necessary.

Owners and/or their contractors must obtain all required permits and licenses, and shall arrange for inspection by the proper authorities, such as, but not limited to, Village of Wheeling inspectors. Prior to the beginning of work, the owner and all contractors must provide the association with certificates of insurance, naming the Association as an insured party, as well as a "Hold Harmless" agreement. The Association maintains the right to terminate any work found to be in violation of any of these Rules and Regulations. The unit owner is responsible for damage to any common elements, or to any other unit, as the direct and/or indirect result of the work performed by, or for, that owner.

Removal and proper disposal of construction debris from the premises is the responsibility of the unit owner whose project generates the debris. If extra cleaning of the common areas and/or additional scavenger expenses are necessitated, the unit owner will be charged for such expenses.

### **31) Use of Units**

Units in the condominium are for residential purposes only. They are not to be used for business, trade, nor professional activities, except to the extent described in the Condominium Declarations and Bylaws; and then, only in such manner as to not create excessive traffic in the common areas, nor to disturb the quiet enjoyment of the units of other residents. Receipt of telephone calls, computer correspondence, and mail, as well as the maintenance of personal records pertaining to one's business are permitted.

Excessive noise from any source is prohibited. Residents are encouraged to call the Wheeling Police Department to report such incidents.

All other prohibitions set forth in the Association's Declarations and Bylaws are incorporated herein and made a part of these Rules and Regulations and will be applied in the same fashion as all other rules.

### **32) Vegetable Gardens**

Residents may plant a vegetable garden upon approval of an Exterior Improvement Form (Appendix A1). The following guidelines apply:

- Vegetable gardens must be in the rear of the unit. (Townhome buildings, located at 540 W. Lodge, 550 W. Lodge, and 560 W. Lodge, cannot have vegetable gardens).
- Vegetable gardens may not extend more than three (3) feet from the foundation and cannot exceed five (5) feet in width.
- Residents are responsible for all maintenance; area must be kept neat and weed-free.
- If a vegetable garden is not planted every year, other acceptable plant material must be planted in the area (See Flowers and Ground Cover).

### **33) Windows and Screening**

Windows and screens are to be cleaned and maintained by the unit owner. The Association is not responsible for any maintenance to windows or screens. Replacement of window frames requires an approved Exterior Improvement Form (Appendix A1). Window frames and screens must be metal, fiberglass, or vinyl or metal clad wood, and must be black, dark brown, almond, or bronze on the exterior. Windows must be horizontal sliding. Torn window screens and window glass panels that have broken weather seals, resulting in fogging or discoloration of the glass, must be replaced by the unit owner within ninety (90) days of receipt of notice from the Association.

Seasonal window decorations may be displayed from one month prior to one month after a holiday.

### **34) Window Flower Boxes**

You may attach a window flower box to the unit's exterior wall if you have an approved Exterior Improvement Form (Appendix A1). The flower box must meet the following requirements:

- Must be attached directly under a window.
- Must be located on the first floor only.
- Must be the full width of the window.
- Must have drainage holes.
- Must be made of wood and painted flat black, beige to match the exterior shutters, cedar satin or redwood stain.
- Must be anchored to the siding using L-brackets or similar mounting braces

### **35) Window Treatments**

Window treatments must not be offensive when viewed from the exterior. Temporary window treatments must be removed within thirty (30) days.

Plastic window coverings are not allowed on the exterior of a unit. Interior plastic window coverings that are installed for the winter heating season must be removed by April 15<sup>th</sup>. Coverings must be kept in good repair.

### **36) Window Well Covers**

All basement window wells must have covers. Covers must be of approved materials such as fiberglass or expanded steel mesh and must be sufficiently strong to support the weight of one adult. Latched covers must be easily unlocked from within the unit to provide an exit in the case of an emergency. Maintenance of proper appearance of covers is the unit owner's responsibility.

### **Farmers Insurance Compliance Items**

The following items are NOT allowed on Tahoe Village grounds due to Insurance compliance reasons—including but not limited to:

- 1) Charcoal Grills
- 2) Trampolines
- 3) Bouncy Houses or any Bounce equipment
- 4) Tree swings of any kind



**Appendix A1: Request For Exterior Improvement**

Your request is for:  Landscaping- bushes, trees, etc.  Architectural- everything else  
Name: \_\_\_\_\_ Date\*: \_\_\_\_\_

Address: \_\_\_\_\_

Account #: \_\_\_\_\_ Telephone # \_\_\_\_\_

Please provide a detailed description of desired exterior improvement below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

( use reverse side, if necessary, for additional information)

**A sketch and/or brochure, describing all proposed improvements, including location and dimensions, must be included with this application. The Board has up to 30 days to respond to this request. Failure to provide correct information will cause the approval to take longer**

SATELLITE DISHES: All units that have a new roof after 2009 will be inspected, post satellite installation, to verify proper installation of satellite dish unless using Local Roofing Co. or other pre-approved T.V.C.A. vendor that is licensed and insured. This inspection is charged back to the homeowner at a cost of \$100.00; proper installation and certified inspection retains the roof warranty.

**Hold-Harmless Declaration**

In consideration of permitting the above requested exterior improvement, I hereby release, indemnify, and forever discharge the Tahoe Village Condominium Association, its officers, members of its Board of Directors, and its employees against loss, damage, or cost from any and all claims, demands, rights, repair work, maintenance, and causes of action of whatever kind and nature arising from, and by reason of, any and all known and unknown, foreseen and unforeseen, including but not limited to all construction and maintenance of the above described exterior improvement. I further agree to maintain said improvement at my sole expense, and if required will remove upon sale of the home. I understand that I must disclose this improvement to any future buyer. **I have read and understand all of the above.**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Homeowner's Signature Date\*

-----  
Management recommendation: Approve  Disapprove   
Building and Grounds Committee: Approve  Disapprove   
Final Inspection: By: \_\_\_\_\_ Date: \_\_\_\_\_\*

**\*form and/or permission expires in 60 days from date of approval signature. If modification is not complete within that time, please submit new form for consideration\***

Comments: \_\_\_\_\_  
\_\_\_\_\_

## **RULES & REGULATIONS SPECIFICATIONS**

### **S1) Specifications for Patio Storage Sheds**

An approved Tahoe Village Exterior Improvement Form (Appendix A1) must be received prior to placement to insure correct foundation, size, placement, and what the purpose is.

Location:

- Storage shed construction must be confined to the patio. No portion is to be attached to, or abutted against the building

Material:

- Sheds are to be of the “Rubbermaid” variety/type
- The largest permitted size would be no more than
  - 1) 4 foot in width
  - 2) 70 inches in depth
  - 3) 40 inches in height

Maintenance of sheds is the unit owner’s responsibility.

Any shed found to be in disrepair will cause the Board to request it’s removal

### **S2) Specifications for Dividers(fence)/ Hedges**

Prior to construction, unit owner must have received an approved Tahoe Village Exterior Improvement Form (Appendix A1). Work may not begin until the work is approved  
Construction of a divider requires a Village of Wheeling permit (which must be presented to the Tahoe Village office before construction begins)

J.U.L.I.E. must be called for proper utility search.

Placement of hedge requires J.U.L.I.E. to be called to locate utility lines before digging.

Type:

- Dividers must be board on board
- Variety of hedge will be approved by the Board.

Size:

- Dividers/Hedge may not exceed five (5) feet in height and must not extend more than sixteen (16) feet from the foundation at full growth

Location:

- Dividers/Hedge must be located on the same side of the unit as the patio doors, adjacent to and perpendicular to the exterior wall.

Divider Materials:

- Board on board dividers must be rough sawn cedar or pressure treated lumber.
- All components are to be painted flat black.
- Vertical boards and horizontal caps must be 1” x 6”.
- Horizontal supports must be 2” x 6”.
- Posts must be 4” x 4”.

Construction:

- 1” x 6” vertical boards nailed with galvanized nails to 2” x 6” supports, staggered.
- Posts shall be equally spaced and must extend three (3) feet below ground level.
- Posts must be set in gravel or concrete foundations, minimum of 10” x 14”.
- Foundation top must be treated with a preservative.
- Top of concrete foundation must be at ground level.
- Dividers may not be attached to the unit structure.
- There must be a post at each end and one in the middle, for dividers over eight (8) feet long.

- Horizontal caps must be level.
- Space between the bottom cap and the ground must be eight (8) inches at the end of the divider adjacent to the unit structure and must not exceed twelve (12) inches at any point along the divider.
- If the slope of the ground causes the distance between the bottom cap and the ground to exceed twelve (12) inches, the divider must be stepped down at an even interval along its length, and the space between the divider and the ground must be no less than four (4) inches nor no more than twelve (12) inches.

Maintenance of dividers/hedge is entirely the unit owner's responsibility.

Hedges will be maintained by Tahoe Village's contracted landscape company and maintained to be no more than 5 foot in height

### **S3) SNOW FENCING**

Snow fencing may be erected at the edge of your driveway under the following specifications. J.U.L.I.E. must be called before installation to locate any utility issues. An exterior modification form is not required

- May be placed no earlier than December , and removed no later than April the following spring
- Fencing is to be of the rolled orange plastic variety
- Fencing is to not be higher than 4 feet
- Fencing is to be at least 10 feet from the street, and may not be more than the length of the carport
- Fencing is to be attached, and fastened securely to metal stakes (6 feet in height), which have been pounded into the ground, so that no more than 4 ½ feet is above ground, to provide a stable manner of keeping it upright
- Fencing must be maintained during the winter so it does not blow down, or away to cause a hazard
- After fencing is removed any repairs to the grass/lawn are the responsibility of the resident. Failure to repair the area will cause Tahoe Village to have the area repaired and the cost billed back to the resident

### **S4) Specifications for Permanently Installed Grills**

Due to the safety concerns associated with permanently installed natural gas grills, Tahoe Village Condominium Association recommends the use of propane grills.

- If you wish to install, replace, or remove a natural gas grill, you must first have received an approved Tahoe Village Exterior Improvement Form (Appendix A1). Work may not begin until you have received authorization
- You must call J.U.L.I.E. to locate underground utilities prior to digging. If you dig without calling J.U.L.I.E. and sever any underground utility lines, you will be responsible for any damage.
- Contact the Village of Wheeling to determine if a permit is required. If required, a copy must be presented to the Tahoe Village office for your files.

Installations, replacements, or removals should conform to the manufacturer's instructions. Additionally, the work must meet the following guidelines, and may only be performed after receipt of an approved Exterior Improvement Form:

- The “barrel” shaft must be mounted on a single post, set in concrete. A hole must be dug at least 16” wide and 20” deep, and filled with not less than 75 pounds of “ready mix” concrete.
- No portion of the grill is to be within fifteen (15) feet of any part of the unit structure.
- Gas service shut-off valves must be installed at the location where the line leading to the grill connects to the gas source and at the grill. The connection to the main gas service is to use a “T” fitting. The valves are to be ball or plug type.
- The supply line from the shut-off valve to the grill is to be ¼” or larger black metal pipe of a material approved for use with natural gas and is to be buried twelve (12) inches below ground level.
- The supply line leaving the ground at the grill must be ¼” or larger black metal pipe of a material approved for use with natural gas and must connect to copper tubing inside the grill barrel.
- PVC tubing may be used underground, connecting to the black metal pipes. Copper tubing is not permitted underground.
- Both shut-off valves are to be above ground or contained in an approved enclosure, with access from the surface.
- The grill must be designed and manufactured for natural gas use.
- Any landscaping which is damaged or dug up must be repaired and/or replaced.
- If an existing gas grill is removed, proper termination of gas connections must be made.

### **S5) Specifications for Patios**

Prior to construction, unit owner must have received an approved Tahoe Village Exterior Modification Form (Appendix A-1). Work may not begin until you have received authorization

Copy of Wheeling Village permit must be presented to the office before construction begins.

J.U.L.I.E. must be called to locate any utility in the area.

Patios must abut the patio door stoop and/or the foundation.

#### **Layout:**

- Patios may be of any shape or design, provided that the maximum width of the patio does not exceed fifteen (15) feet at its widest point, and the patio does not extend more than fifteen (15) feet from the foundation of the unit at any point.

#### **Material:**

- Concrete slab
- Pre-cast concrete blocks
- Flagstone
- Brick

#### **Sub-grade preparation and grading:**

- All sod, vegetation, wood, and large rocks must be removed and the area under the patio must be leveled.
- Loose soil or fill material must be tamped and rolled into place.
- Granular fills of sand, gravel, crushed stone, or slag are recommended for bringing the site into uniform bearing or grade.

#### **Requirements for concrete slabs:**

- Cement content of at least 564 lb. per cubic yard (6 bag mix).
- Maximum size aggregate of one (1) inch.

- Air content of 6% +/- 1%.
- Slump of not greater than four (4) inches.
- Minimum slab thickness of four (4) inches.
- An isolation joint, constructed of ¼' or ½' prefabricated joint material must be placed between the patio slab and the foundation and stoop.
- If a down spout or sump pump discharge is located in the area where a slab is to be installed, underground drainage must be provided to extend beyond the slab.
- All concrete patios must be made to slope away from the unit.
- If the patio is more than twelve (12) feet by ten (10) feet, a joint control must be installed, sectioning the slab into at least two equal sections.

Other requirements:

- The top edge of the patio must not extend above the top edge of the metal window well.
- The top of the patio must be flush with the surrounding ground surface. If, due to the contour of the ground, there is a slope where the patio is to be located, then a step(s) must be installed to reach the proper elevation. No changes in the grading of the area which might cause water to drain toward the foundation will be permitted.
- The area surrounding the patio must be restored if construction of the patio has caused any damage, and must be graded to present a gentle slope that can be mowed without scalping the grass.

### **S6) Specifications for Front Entry Doors**

An approved Tahoe Village exterior modification form must be obtained before a door may be installed. Work may not begin until you have received authorization

Front entry doors must be metal, or fiberglass. Doors must have an embossed design. Doors are to be maintained by the unit owner. Painting is the responsibility of the unit owner.

Door exteriors are to be Beige, or White. Sidelights may only be Beige. Acceptable shades of Beige products are listed below

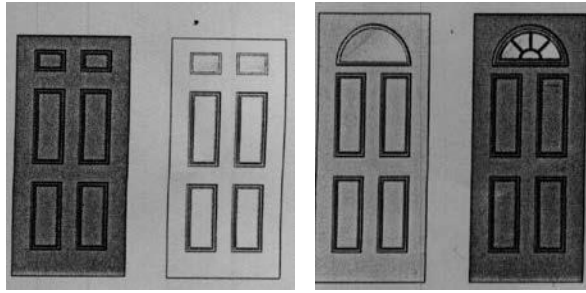
Acceptable shades are as follows:

<u>Manufacturer</u>	<u>Shade Name</u>	<u>Shade Number</u>
Glidden Exterior Master Palette	Church Street	20YY75/073
Behr Premium Plus (Home Depot)	Sand Box	WN-28
Benjamin Moore-oil base	Eggshell Finish	BK-8, 0YIX 11.5, RO 4.5

When replacing the front door it must be of the same size and fit of the original. Doors may have one (1) or two (2) sidelights. Sidelights must be clear tempered glass

Doors may be solid with an embossed pattern, or have an embossed pattern and glass panels, as long as the door design is one of those shown below. Designs with glass panels or embossed designs other than those shown below are prohibited.

The designs shown are standard designs available from most door manufacturers.



Solid      2 small panes      ½ moon pane      ½ moon split pane

## **S7) STORM DOORS**

Addition of a storm door, or replacement of an existing door requires an approved Tahoe Village Exterior Improvement Form. Work may not be done until approved.

Maintenance of any door, including repair, painting, and proper appearance is the responsibility of the unit owner.

Storm doors must be Black, Dark Brown, or almond. Door frames must be metal, or wood cores with vinyl or metal cladding.

Glass/Screen area may be ½, ¾, or the full area of the door with the remaining area to be solid.

Door may not have bars, colored glass, wrought iron, or jalousie windows.

## **S8) PATIO DOORS**

Replacement of an existing patio door requires an approved Tahoe Village Exterior Improvement Form Work may not begin until approved.

Maintenance of door/screen is the responsibility of the unit owner.

Patio door, and screen frames must be metal, fiberglass, or metal clad wood.

Acceptable colors are Black, Dark Brown, Almond, or Bronze for the exterior.

Patio doors that have broken “weather seals” which result in fogging of, or discoloration of the glass must be replaced by the unit owner within ninety (90) days of notice by Tahoe Village.

Torn patio door screens must be repaired/replaced within thirty (30) days of notice by Tahoe Village.

### **Satellite Dishes**

In order to provide for the safety of our residents and to maintain the esthetic appearance of Tahoe Village, the following rules were enacted on November 16, 1998, and amended.

#### **Types of dishes that may be installed**

Only dish one (1) meter or less in diameter is permitted.

Dishes must be of a **gray, black** or **bronze** color.

#### **Where dishes can be installed**

Dishes may only be installed on the homeowner’s:

1. **Patio**
2. **Roof with approved roof mount** (Rear Roof-so that the satellite dish is not visible from the front of the house, with the only exception being the homes at 540, 550, and 560 West Lodge).

The Board of Directors must approve any deviations from these locations prior to the installation of a satellite dish.

#### **How they must be installed**

To protect the health, safety, and welfare of the residents, all satellite dishes must be properly installed. If the unit owner has the dish professionally installed, the contractor must provide proof that they are insured and licensed.

Unit owners must advise the Association within seven (7) days after the installation of a dish and provide the manufacturer's installation instructions. The Association will inspect the installation to ensure the dish has been properly installed.

#### **Installation on patios**

For patio installation, the cable or wire leading from the dish to the unit must be set underground at a depth of at least twelve (12) inches. The entry for the cable or wire must not enter the unit higher than two (2) feet from the ground. The cable or wire must be either black or dark brown. There must be a grounded connector where the cable enters the home. All holes must be properly sealed.

To locate underground utilities before digging call J.U.L.I.E. (Joint Utility Locating Information for Excavating), at 1-800-892-0123. This free service is required by law. JULIE requests that you allow them two (2) working days to mark the area where you intend to install your underground cable or wire.

Non-rusting fasteners must be used. Any exposed length of cable, wire, and the dish itself must be securely fastened.

Dishes on patios may be installed on a mast/post or a tri-pod as needed to receive an acceptable signal. In no case may the mast, post or tri-pod exceed twelve (12) feet in height. If a wood post is used, the post must be painted solid black. None of the above named methods of installation may be affixed to the unit/home.

#### **Installation on roofs**

All dishes are to be no more than 1 meter in size.

Dishes may only be installed on the approved roof mounts. These mounts must be installed by a Tahoe Village approved vendor at the owner's cost. All wires are to enter the home only through this mount.

Dishes and/or antennas installed on the roof must be placed as far below the peak as possible while still receiving an acceptable signal and must be fastened in a secure manner. The dish and/or antenna should be installed at least three and one half (3 1/2) feet above gutter line to prevent leaks due to ice damming.

The cable wire must be either black or dark brown. The cable cannot run down or across the exterior walls of the building. Any exposed length of cable or wire must be securely fastened.

Non-rusting fasteners must be used.

All holes must be properly sealed.

#### **Maintenance responsibilities**

Once a dish and/or antenna has been installed, the owner will be responsible for the proper maintenance of the dish and/or antenna and for the cost of repairing any damage to any unit caused by their dish and/or antenna.

If it is necessary for the dish and/or antenna to be removed in order for the Association to perform repairs or maintenance, the homeowner will be advised and provided five (5) days, if possible, to remove the dish and/or antenna.

The Board reserves the right to remove dishes and/or antennas that are not properly maintained, improperly installed, installed in an unsafe manner, or installed in a non-approved location.

The owner will be provided twenty-one (21) days in which to remove or reinstall the dish and/or antenna, except where a hazardous situation exists. Failure to comply within twenty-one (21) days may result in fines as specified in the Fee Schedule and/or removal of the dish and/or antenna. Any costs of removal, storage, and restoration will be charged to the homeowner.

Upon removal of a satellite dish and/or antenna, the owner must restore the property to its original condition.

**Notifications and indemnifications**

The homeowner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish and/or antenna, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom.

Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish and/or antenna. The owner must execute the hold harmless agreement within seven (7) days after installation of the dish and/or antenna.

Upon transference of the ownership or occupancy of the unit, the owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these rules and the obligations set forth herein. All obligations herein shall pass to any successor in interest.

If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish and/or antenna must be removed prior to conveyance.

The Board reserves the right to withhold the paid assessment letter until the purchaser assumes responsibility for the satellite dish and/or antenna or the owner removes the dish and/or antenna and restores the property to its original condition.

All satellite dishes and/or antennas must be constructed in strict compliance with these rules. Any deviation from these rules without the written consent of the Board of Directors may result in the removal of the dish and/or antenna upon twenty-one day's (21) notice. All costs of removal, storage, and restoration shall be borne by owner.

Upon removal of a satellite dish and/or antenna, the owner must restore the property to its original condition.

**Notifications and indemnifications**

The homeowner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish and/or antenna, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom.

Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish and/or antenna. The owner must execute the hold harmless agreement within seven (7) days after installation of the dish and/or antenna.

Upon transference of the ownership or occupancy of the unit, the owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these rules and the obligations set forth herein. All obligations herein shall pass to any successor in interest.

If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish and/or antenna must be removed prior to conveyance.

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removal of the dish and/or antenna upon twenty-one day's (21) notice. All costs of removal, storage, and restoration shall be borne by owner.

# A2) ~~Tahoe~~ <sup>48</sup> Village Condominium Association Fee Schedule

Description	Fee
<b>Administrative Fees -</b>	
Items referred to Association's attorney for legal action	175.00
Failure to provide proof of insurance (up to \$150 per month)	150.00
BOD mediation fees (per case basis)	T.B.D.
<b>Association Rules and Regulations Book</b>	75.00
<b>Tahoe Village Declarations</b>	75.00
<b>Clubhouse Rental Security Deposit (refundable)</b>	350.00
<b>Clubhouse Rental Security Deposit for Liquor(refundable) addition to security deposit</b>	350.00
<b>Rental Fee:</b>	
Monday - Sunday 12:00 noon - 12:00 midnight.	175.00
<b><u>Fine Schedule:</u></b>	
<u>Extra cleaning will be charged per Board</u>	<u>TBD</u>
<u>Entrance to restricted areas/pool by guests</u>	<u>50.00</u>
<u>Set off alarms/WPD/WFD/ETC.-including but not limited to</u>	<u>TBD</u>
<u>Destruction of walls/furniture/TV/game room equipment</u>	At Tahoe's cost to <u>replace</u>
<u>Failure to remove garbage</u>	50.00 - <u>350.00</u>
<u>Staining of carpets</u>	At Tahoe's cost to <u>clean</u>
<u>Exceed number of allowed guests</u>	<u>25.00</u>
<u>Staining of furniture</u>	Cost to <u>repair</u>
<u>Stay after midnight</u>	<u>100.00</u>
<u>Every 15 minutes past midnight</u>	<u>50.00@</u>
<u>Non-renter having the keys</u>	Entire <u>Deposit</u>
<u>Fighting on/in the premises</u>	Entire <u>Deposit</u>
<u>Taping/tacking any/all decorations to the walls/posts</u>	Entire <u>Deposit</u>
<u>Destructive/damaging behavior to furniture(jumping, standing, kicking, etc)</u>	Entire <u>Deposit</u>
<u>Any type of exterior damage to the Clubhouse/parking areas</u>	Entire <u>Deposit</u>
<u>Renter leaves the Clubhouse while guests are there</u>	Entire <u>Deposit</u>
<u>Set off the "ANSUL" system in kitchen</u>	Entire <u>Deposit</u>
<b>Any types of damage, or misuse at/to the Clubhouse will be at the discretion of the Board after the camera tapes are reviewed. Board reserves the right to discontinue use of facility.</b>	Entire <u>Deposit</u> \$2200.00 + Cost to clean and repaint <b>TBD</b>

<b>Property Insurance Compliance- All Charcoal Type Grill Violations</b>	
Warning violation	None
violation	\$20
violation	\$50
violation	\$100
violation and/or referred to attorney	\$100+
<b>Emergency Calls</b> – That are not an emergency	25.00
<b>Improper contact</b> of/with a Tahoe Village vendor.	
<del>Hampering or disrupting employee/vendor’s work/ Zero Tolerance Fine</del>	100.00
<b>Exterior Modifications</b> –	
<del>Work started without approved exterior modification</del>	100.00
<b>Late Handling Fee for Assessments</b> –	
Assessments are due of each month.	
After the , charge levied for each month they are late	25.00
<b>Non-permitted Vehicles</b> - Daily fine for storage of prohibited /non licensed vehicles anywhere on the property	100.00
<b>NSF Check Fee</b> –	
<del>Charge assessed for checks returned by bank</del>	35.00
<b>Pool Passes</b> – Seasonal guest pool pass (limit 4 per unit)	5.00ea.
<b>Sales/Closing package</b>	
<b>30 or more days prior to closing</b>	200.00
<b>Less than 30 days prior to closing</b>	300.00
<b>Paid Assessment Letter- for title company at closing</b>	
<b>2 weeks before closing</b>	150.00
<b>Less than 2 weeks before closing</b>	200.00
<b>1 week before closing</b>	250.00
<b>Condo Quest. / Disclosures-</b>	
\$150.00 minimum first 25 questions	
(Every 10 additional questions \$25 extra )	150.00
<b>Rental Agreements</b> - Failure to supply Association proper notice and paperwork,	100.00
Administrative fee per lease	350.00
Each <i>additional</i> year with same tenant(s), i.e two year lease is \$350 + \$100, 3 year lease is \$350+\$100+\$100, etc.	100.00
Out of State Landlord maintenance/upkeep monthly fee (if property not	150.00
<del><b>Rules &amp; Regulations Violations</b></del>	
Warning	none
violation	20.00
violation	50.00
violation	100.00
violation and/or referred to attorney	100.00+
<b>Town homes</b>	
Utility Bill Processing Fee	3.50
Utility late payment fee after the last day of current month	20.00
Replacement front/back door light bulb (light bulb only)	10.00
Maintenance to install	1.00@
<b>Zero Tolerance Fine-minimum \$100</b>	<b>100.00+</b>
<b>Administrative Fee to request copy of ledger</b>	
1 <sup>st</sup> copy	Free
Additional requests	25.00@

# TAHOE VILLAGE



1771 TAHOE CIRCLE DRIVE  
WHEELING, ILLINOIS  
60090

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## CONDOMINIUM ASSOCIATION

### **RULES & REGULATIONS FOR LEASE OF A UNIT**

1. Before Tahoe Village Condominium Association will consider allowing the lease of a unit, the perspective landlord must apply for a Village of Wheeling Lease License (\$100.00) at the Wheeling village office. Upon completion, submit the VOW Lease License to the Tahoe Village office.
2. At least 30 days prior to any lease or sublease of a unit, and at least 30 days prior to a change in occupancy of a unit, the landlord must obtain a TVCA Lease Packet which contains the following documents and submit the following documents to the Association:
  - Village of Wheeling Lease License / Crime Free Housing class certification through the Village of Wheeling
  - Notice of Intention to Lease explaining the reason for leasing your unit
  - Copy of Lease agreement
  - \$395.00 lease processing fee
  - Tahoe Village Lease Addendum
  - Resident/Tenant/Lessee General Information Form-updated each year.
  - Crime Free Housing Lease Provision
  - Crime Free Lease Addendum
  - Copy of Yearly Background Check for all residents over the age of 18.
  - Copy of Renter's Insurance and Landlord's insurance
  - Out of town landlords ONLY: Monthly \$150 maintenance/upkeep fee OR copy of contract and contact information of licensed, local management company maintaining the property OR a notarized Acting Agent Agreement Form to manage and maintain the rental property. The Acting Agent Agreement Form is provided by TVCA, as needed.
3. A processing fee, authorized by and established in accordance with Section 22.1 of the Illinois Condominium Property Act will be charged to each landlord. The current fee and is \$395.00 and subsequent renewal fee is the same. Failure to pay processing/renewal fee or rent unit without consent of TVCA will result in a violation fine and/or legal action as determined by the Board of Managers.
4. The Association has and retains a first right of refusal with regard to all rentals of units. Article VII of the Declaration sets forth the procedures and notice requirements for rental of units. Pursuant to prior years' conventions, Tahoe Village Condominium Association is a ninety percent (90%) unit owner occupied condominium association. These procedures will be strictly adhered to; and are incorporated herein, in their entirety. Any failure to comply with procedures by a unit owner or tenant will result in a non-authorized rental, which may be, set aside at the discretion of the Board.
5. A lease, which does not comply with the Declaration, By-laws, Condominium Act, Ordinances, or Ordinances, will not be considered or accepted. The Association will not be required to exercise its right of refusal ordinances, will not be considered or accepted. The Association will not be required to exercise its right of refusal with regard to any lease that does not meet or comply with the noted prerequisites.

6. Each contract for lease of a unit shall be conditioned upon compliance with all requirements set forth in Paragraph 4, the Association securing, in a timely fashion, all documentation, and the Association waiving its first refusal right.
7. We will assist all landlords to schedule and take the free Wheeling Crime Free Multi-Housing Program class from the Wheeling Police Department.
8. No unit owner may lease less than the entire unit, nor may the unit be leased for a period of less than one (1) year.

Numerous requests for information concerning the Association are received from unit owners in connection with the leasing of a unit. The Association cooperates in furnishing information requested through the use a standard package of documents. Any requests for information not contained in the standard package will be charged at the rate of \$50.00 per hour for any and all time required to furnish the information requested. The Association does not have available for reproduction or distribution to anyone: Floor Plans; Association's Insurance Policy.

The Board of Managers or its employees, will not honor, accept or respond to any requests from anyone for Certification, Opinion, or Warranties concerning: (a) reviews of or analysis of the Condominium Documents or related Constituent Documents; (b) any written agreements with the Association; (c) state and local laws pertaining to the Association; (d) data with respect to prior or current sales; (e) occupancy levels; (f) general history of the Association's attorney or any organization, individual or entity associated with the Association. Any contact with the attorney or any individual or entity will result in a charge back to the Unit Owner, whose unit the request is made for, for any time or effort incurred as a result of the charge or contact. The Association assumes no responsibility for such requests and will bill any costs, fees or expenses incurred to the unit and Unit Owner.

An administrative charge of \$100.00 shall be assessed for each violation of the Rules. Additionally, the Association may proceed with any other remedies available including a forced sale of the Unit and termination of any purchaser, Tenant, or occupant usage. All costs and expenses associated with securing the necessary documentation after a violation of these rules shall be charged to and become the responsibility of the Unit Owner and shall be considered additional common expenses.

These Rules and Regulations and the articles, provisions and fees stated within are subject to change at any time.

TAHOE VILLAGE CONDO ASSOCIATION  
BOARD OF MANAGERS





Dear Tahoe Village Resident,

November 2024

It is hard to believe that winter is right around the corner. One challenge that comes up frequently with our staff as we prepare for winter operations is street parking congestion in developments such as Tahoe Village during plowing operations.

Therefore, I am pro-actively reaching out ahead of the season to remind you of the Village's snowfall parking restrictions. They are posted in the Nov/Dec Village Newsletter each year and reinforced with signage at the entrances to subdivisions throughout town.

Please note:

Private Vehicle Parking Restrictions (RE: 9.10.103 - *Parking during or after snow conditions*)

- Do not park on any Village street within eight (8) hours after a snowfall of two (2) inches or more to allow safe and efficient snow and ice control by Wheeling Public Works.
- Vehicles in violation of this restriction will be towed by order of the Wheeling Police Department.
- For additional information, contact Wheeling Police at 847-459-2632.

My hope is that the partnership between Public Works, the Wheeling Police Department, and Tahoe Village will re-enforce this message to help promote safe and efficient snow removal that will benefit both residents and snow removal crews alike.

Please feel free to reach out to me (via the information below) or Commander Troy Musolf at [tmusolf@wheelingil.gov](mailto:tmusolf@wheelingil.gov) with any questions.

Thank you and have a safe winter season.

**Vince Hoffman**  
Superintendent of Streets and Forestry  
Village of Wheeling | Public Works  
[vhoffman@wheelingil.gov](mailto:vhoffman@wheelingil.gov)  
Office: 847.279.6942

