

# **RULES AND REGULATIONS**

**THE TIMBERS CLUB CONDOMINIUM ASSOCIATION**

**ST. CHARLES, ILLINOIS**

**INCLUDES ALL 2001 RULES AND REGULATIONS AND SUBSEQUENT ADDITIONS  
AND ADDENDUMS AS PREVIOUSLY DISTRIBUTED TO UNIT OWNERS**

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# THE TIMBERS CLUB CONDOMINIUM ASSOCIATION

## INTRODUCTION

The Timbers Club Condominium Association's Board of Directors wishes to welcome you as a member of the Association and the Community.

The Association has contracted with a professional management firm to maintain the basic needs of our association. This firm, at the direction of the Board, contracts the day to day needs of the Association including lawn, snow, and exterior building maintenance and so on. Additionally, this firm is responsible for collecting monthly assessments required to maintain the common elements now and in the future.

When you originally purchased your unit in the Timbers Club you should have received copies of the Declaration of Condominium Ownership and Easements, Restrictions and Covenants. This document, required by law, describes in detail the rights and obligations of each unit owner. If you did not receive a copy or have misplaced it, please contact your attorney, previous owner, the county or the Management Company. Both the county and Management Company will provide replacement copies for a modest fee.

The purpose of this manual is to provide you with information supplemental to the Covenants. This information should help you to live comfortably and safely at The Timbers Club Condominium Association. It will acquaint you with the rules and regulations established by the Board of Managers/Directors for conduct at The Timbers Club. The rules are designed to maintain a high quality of life for the residents, which in turn will make The Timbers Club a desirable place to live and will contribute to the investment value of the condominiums. The rules and regulations in this manual apply equally to all residents, whether owners, tenants or guests.

A hierarchy of laws governs condominium ownership in the State of Illinois. First is the Illinois Condominium Property Act. At The Timbers Club, there are also the Declaration of Condominium Ownership and Easements, Restrictions and Covenants and there are By-Laws. These are the rules and regulations established by the Board of Managers/Directors for The Timbers Club in concert with the Covenants.

Since your conduct and rights are in great part governed by these documents, you are urged to read and become familiar with them. Each Unit Owner and/or occupant will be held responsible for compliance with the rules and regulations as set forth in this manual. Failure to do so will result in action by the Board of Managers/Directors, which could lead to the levying of fines, penalties and/or eviction. The Declarations provides that the cost and fees incurred by the Board in enforcement of these rules shall be borne by the Unit Owner.

The Common Areas or Common Property referred to in these rules and regulations are defined in the Declaration and include all the grounds, sidewalks, parking lots, and exteriors of the buildings, foyers, stairways, hallways and attics.

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## FREQUENTLY ASKED QUESTIONS

### ASSOCIATION GENERAL QUESTIONS

#### **Q. WHO ELECTS THE BOARD OF DIRECTORS?**

- A. Each unit is allowed to vote their percentage of interest as stipulated in the governing documents. Elections are held annually each November. Any Member in good standing is eligible to run for the Board. To qualify as a member in good standing, you must be current with all assessments, late charges, and fines and re-bill charges. Additionally, your account must have been current in 11 of the last 12 months. There may be no current outstanding rules violations and over the past 12 months you may have had but one noted rules violation on your record.

As in any Parliamentary System, Board Officers are chosen from among the Board Members.

#### **Q. WHEN ARE BOARD MEETINGS HELD AND HOW OFTEN?**

- A. Board Meetings are currently held monthly normally on the third Monday of each month. All owners are welcome to attend. At each meeting there is an agenda item titled "Open to Homeowners." It is during this period that you may voice your comments and concerns as well as ask questions pertinent to the running of the association.

#### **Q. WHAT EXACTLY DO I OWN, AND WHAT DOES THE ASSOCIATION OWN?**

- A. Condominium owners own and are wholly responsible for their units interior space and structure including the plumbing, wiring, ceilings, floors, interior walls, windows and doors within the unit and providing immediate access to the unit including garage. The Association (all unit owners) owns the common elements (e.g. Land, streets not owned by the municipality, common entry halls and stairs etc.)

#### **Q. IF THE ASSOCIATION CARRIES INSURANCE ON THE BUILDINGS, WHAT INSURANCE SHOULD EACH CONDO OWNER CARRY?**

- A. All unit owners should insure all personal contents, appliances, cabinets, fixtures, improvements, interior walls, windows and doors (limited common elements) as well as unit upgrades. Additionally, unit owners must carry personal liability insurance and such insurance must name the Association as also insured. The Association should be addressed as **The Timbers Club Condominium Association c/o Northwest Property and Financial Management Corp., 5 Virginia Road, Crystal Lake, Illinois 60014**. Further the unit owner must provide proof of insurance within 30 days of any change in coverage or upon request by the Managing Agent. Failure to do so will result in a \$100.00 fine. Note that the Association also reserves the right to purchase liability coverage on your behalf if you fail to provide proof of the required coverage within 30 days. All costs plus an administrative fee will be re-billed your unit. If you have questions concerning coverage, please have your insurance agent contact the association through its Managing Agent. As of this issuance your Association carrier is State Farm Insurance Company. The Association's agent is the Dennis Conway Agency, 3319 West Elm Street (U. S. Route 120), McHenry, Illinois 60050, phone 815/385-7111 and fax 815/385-8283.

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**Q. WHAT DOES THE MONTHLY ASSESSMENT COVER?**

**A.** Maintenance and repair expenses for the common elements, insurance, management services and Reserve Fund needs (all governed and approved by the Board).

**Q. WHAT IS A SPECIAL ASSESSMENT?**

**A.** Prorated Special Assessments could occur for unforeseen improvements or major repairs to the common elements over and above the planned and budgeted items.

## FREQUENTLY ASKED QUESTIONS

### BUILDING MAINTENANCE

**Q. BESIDES THE BUILDING'S EXTERIOR AND ROOF, WHAT IS TAKEN CARE OF ON A REGULAR BASIS?**

**A.** Hall maintenance of the common entryway, vacuuming and dusting, and minor repairs as needed.

**Q. WHO REPLACES LIGHT BULBS IN THE ENTRYWAYS AND IN OUTSIDE DECORATIVE FIXTURES?**

**A.** Call NWM (630-584-9001), they will notify proper party to change bulbs.

**Q. DO WE CALL THE BOARD MEMBERS WHEN WE NOTE SOMETHING NEEDS ATTENTION?**

**A.** NO! Call NWM (630-584-9001). The management company will confer with the Board regarding any items not deemed part of normal maintenance.

**Q. THERE IS AN ALARM BOX INSTALLED IN THE COMMON ENTRYWAY OF EACH BUILDING. WHAT DOES IT DO?**

**A.** This alarm will sound whenever smoke triggers the alarm in an owner's unit. Occupants in the building should call the fire department first (911), and then check LED panel by each unit door and see if possibly it's a false alarm. The alarm in the building is there to alert you to possible danger and you should act accordingly.

Each condo unit is wired with smoke alarms, wired to the alarm box. Unit owners are responsible for the maintenance of his or her own equipment. The Association insures the central alarm system is in working order. A battery operated, smoke alarm is recommended as an additional safety feature. Also note that Carbon Monoxide Detectors are now required by the State of Illinois. Detectors are to be located within 15 feet of each sleeping room. Carbon Monoxide Detectors are an owner responsibility.

The Fire Department will gladly come to your home on request to check your equipment and show you how to maintain it and how to avoid the possibility of tripping the alarm. If it goes off, the alarm must be reset at the central alarm system panel box in the hallway.

**Q. HOW DO I MINIMIZE MY LIABILITY FOR DAMAGE TO NEIGHBORING UNITS?**

- A.** Unit owners can minimize their potential liability to neighboring units by immediately dealing with known maintenance issues such as old or leaking hot water heaters, deteriorating tub and shower surrounds, faulty wiring, removal excessive snow accumulation at sliding doors. Dryer vents should be cleaned annually. Additionally, the installation of automatic shutoff feed lines servicing toilets, lavatories, dishwashers, icemakers, washing machines and laundry tubs are highly recommended. Leaking or sticking faucets should be serviced immediately. Hose bibs should be checked each fall to make sure all hoses are disconnected. Ball valves should be installed on unit water inlet service lines and before hot water heaters.

Also remember Nox Box units are available adjacent to building entries for storage individual unit owner keys to be used by the St. Charles Fire Department incase of an emergency.

## FREQUENTLY ASKED QUESTIONS

### QUESTIONS AND ANSWERS – CARE OF LAWNS AND COMMON GROUNDS, STREETS AND SIDEWALKS

**Q. IS PARKING FOR GUESTS ALLOWED ON THE STREETS?**

- A. There are designated areas reserved for guest parking. These areas are not intended for owners to permanently or temporarily park extra vehicles. Parking is a problem in the cul-de-sacs. However, Millington Way is a public city street, and parking is allowed. See your guidelines for rules on parking multiple vehicles.

**Q. WHO WATERS THE GRASS AND SHRUBS, WHEN NEEDED?**

- A. Usually the lower unit owners. The Association reimburses the owner for the added water usage costs. Outside contractors (hired by the management company) are responsible for mowing the grass, and other projects as directed by the Association.

**Q. DURING THE SNOW SEASON, WHEN ARE THE STREETS AND DRIVEWAYS CLEARED OF SNOW?**

- A. Crews are sent out when the snowfall is 2” or more. The intent is to have the work done by 8 o’clock in the morning. For heavy snowfalls, the crews will make the first visit to get everyone out. They will then return to clean up and plow the parking areas, after the parked cars have been moved.

**Q. WHAT ABOUT THE SIDEWALKS?**

- A. Sidewalks and entryway areas will be shoveled and salted whenever the snowfall is 2” or more. Potassium Chloride is provided in the hallway for each building and each unit garage. Residents are to use this chemical for de-icing entryway walks in lieu of salt.

**NOTE: The Timbers Club Condo Associations elects a Board of Directors to be responsible for reviewing present and future landscaping and ground needs, and driveways, streets, and sidewalk improvements.**



## **ENFORCEMENT**

Notice of violation of the rules will be given by means of a letter from Management stating the rule violation, date and approximate time of the violation, and any other pertinent data. These letters may result from complaints of neighbors, management, or Board members. Letters will be sent to the resident of the unit, and also to the Unit Owner.

Unit Owners will have fourteen (14) days from receipt of the notice of the fine imposed to inform the Board in writing that the violation will be protested. The Board, at its next meeting, will conduct a hearing into the matter. Failure to protest this notice of violation or failure to appear at the scheduled hearing either in person or via a separate written appeal will result in waiving of all future rights concerning this violation issue. Further, such failure to appear will result in a guilty by default ruling. Any fines, charges, expenses and legal and administrative fees associated with this matter may also be assessed against your account. The Board's decision will be binding.

If a violation is to be protested, the Unit Owner or Unit Owner's Tenant may appear at the next scheduled Board meeting. If unable to attend, a special meeting may be arranged between the alleged violator and the Board. The meeting must be arranged within twenty-one (21) days after receipt of the violation notice.

The Board may contact the City of St. Charles to enforce certain rules. In such cases, enforcement will be governed in accordance with the City ordinance. This does not usually involve the Board.

## General Information

1. Flooring materials must be of a wall-to-wall carpet type with the exception of developer installed kitchen and bathroom floor coverings. The Board of Directors, prior to installation, must approve the use of any flooring materials, other than wall-to-wall carpeting.
2. Stereos, compact disk players, televisions, radios, tape players or musical instruments must not be played at a volume that would be annoying to other residents inside or outside of the building. The use of dishwashers, disposals, washing machines, clothes dryers and any other noise producing major appliance not required for heating or air-conditioning is limited to the hours of 8 AM to 10 PM daily. There will be no playing, running, loitering or conducting of personal business in common area halls, lobbies, stair cases or at front entries leading into buildings.
3. Only identifying names, provided by the management office, may be displayed on mailboxes and unit entry doors. No business signs, company names, open house signs, handbills, or advertisements, which are visible from the common property, may be hung or displayed either inside or outside any unit.
4. Lobbies, hallways, stairways and other public areas are not to be used for storage of furniture, bicycles, area rugs, mats, shoes, boots, extension cords, or any other personal items. This is a City of St. Charles Fire Department rule. Any article found in the above areas will be removed and discarded.
5. For security reasons, exterior doors must be kept closed at all times. To avoid wear and tear on locks, pull open doors with knob, not key. PLEASE, PLEASE, NEVER "BUZZ" anyone into the building that you do not know personally!! If you are in doubt, take the time to go to the door and see whom it is. This is of the utmost importance for everyone's safety.
6. The Association Rules and Regulations limit one bedroom units to the regular occupancy of no more than three persons; two-bedroom units be regularly occupied by no more than five persons. "Regular occupancy" is defined as occupancy for a period of time in excess of 15 days on any one occasion or 60 days in any one calendar year.
7. In order to preserve and keep hallway carpeting clean, please remove muddy shoes and carry them to your unit. Additionally, pet owners are required to wipe pets' coats and paws as required prior to entering buildings or common area halls and stairs.
8. Each unit and garage is equipped with a smoke/fire alarm. PLEASE DO NOT attempt to remove the cover of an alarm or any element of an alarm system or to "test" it.

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9. DO NOT pour grease into the sinks or garbage disposals; nor rubbish, rags, papers, ashes, cigarette butts, cat litter, disposable diapers, sanitary napkins or tampons in the toilets. Damage to property of others, including the common elements, resulting from irresponsible actions, is the liability of the owner and/or tenant. The cost of sewer rodding or clean out will be equally born by all units serviced by the line in question.
10. Never leave water, dishwasher, washer or dryer running unattended. The only exception is a request from management to leave water trickling to prevent pipes from freezing, which will be posted as necessary in the entrance of each building.
11. Owners and residents having upper level exterior decks or balconies must exercise extreme caution in placing items such that they will not fall off the structure or through decking slats.
12. For your safety and the safety of others, do not store any flammable materials, paints, fluids, other explosives or articles deemed hazardous to life, limb or property. Call the St. Charles Fire Department if you have any questions.
13. Building Maintenance will monitor and maintain all common element mechanical/electric equipment such as fire alarm control panels, common area lighting and remote entry security systems. If the equipment is malfunctioning for any reason, call the managing agent immediately. Do not attempt to make any adjustments or changes yourself.
14. Management, accompanied by city and/or utility emergency crew, has the right to gain entry to any unit or garage in the event of an emergency.
15. Television or radio/short-wave antennas or aerials may not be installed on the outside of any building or on common grounds.

## APPEARANCE OF UNITS AND COMMON PROPERTIES

1. Household items are not to be stored on the Common Property. No bicycles or other items may be stored under the stairwells or in hallways **by order of the Fire Marshall.**

**PENALTY: \$50.00 per violation after one (1) written notice. If not corrected in ten (10) days, an additional \$50.00 per seven (7) days thereafter until corrects.**

2. Personal property items such as grills, patio furniture, ladders, etc., are not permitted anywhere on the Common Property except as outlined in Section 6-C (Balconies and Patios).

**PENALTY: \$50.00 per violation after one (1) written notice. If not corrected in ten (10) days, an additional \$50.00 per seven (7) days thereafter until corrected.**

3. Draperies, curtains, shades, shutters, and blinds covering the interior surface of windows and patio doors should be clean and neatly hung so as to present an attractive appearance to the exterior of the unit. No material shall be used as a window or door covering that is not commercially considered to be a curtain, drapery, shade or blind.

Temporary window/patio coverings may be used for a maximum of eight (8) weeks after the occupants' first move into a unit. In no case, however, may paper or paper products be used for temporary coverings. No exterior plastic storm windows are permitted.

Exterior screens must be of like color and kind and kept in good repair.

**PENALTY: \$50.00 per violation after one (1) written notice. If not corrected in ten (10) days, an additional \$50.00 per seven (7) days thereafter until corrected.**

4. Nothing may be done by any resident or Unit Owner to alter, modify or change the common Property without prior written consent of the Board of Directors.

**PENALTY: \$50.00 per violation after one (1) written notice. If not corrected in ten (10) days of notice, cost plus expenses incurred by the Association to correct.**

5. Seasonal decorations shall not be installed any earlier than one (1) month before and must be removed no later than one (1) month after the date of the holiday.

**PENALTY: \$25.00 per violation after one (1) written notice.**

6. Balconies (Second and Third Floor) and Patios (First Floor)

- A. Unit Owners shall keep balconies, decks and patios clean, orderly and free from clutter.

**PENALTY: \$50.00 fine after one (1) written notice.**

- B. Balconies and patios may not be decorated (*other than seasonal decorations*), fenced, enclosed, adorned, altered or appearance changed in any way without the prior written consent of the Board of Directors.

**PENALTY: \$50.00 fine after one (1) written notice.**

- C. Balconies and patios may not be used for storage, other than seasonal usage of barbecue grills (*on patios only*), lawn chairs, bicycles and other items usually associated with patios and balconies.

**PENALTY: \$50.00 fine after one (1) written notice.**

- D. Charcoal grills are prohibited on all wooden deck surfaces. Gas grills are however, permitted.

**PENALTY: \$50.00 fine after one (1) written notice.**

- E. Clothing, sheets, blankets, laundry and other similar objects shall not be hung out or exposed on balconies or patios. Planters are not allowed on balcony or patio railings for safety reasons. Birdhouses and hanging feeders are not permitted as they encourage rodents and create an unsightly mess. All plants and seasonal decorations must be removed at the end of the season. Seasonal plants must be planted in existing beds and properly cared for. At the end of the season, annuals must be removed from the beds and the area cleaned up for the winter season.

**PENALTY: \$50.00 fine after one (1) written notice.**

- F. Balconies and patios must not be used as pet runs.

**PENALTY: \$50.00 fine after one (1) written notice.**

- G. Outdoor carpeting is not allowed except for the Board approved *Cover deck System*. Information on this system may be obtained from the Management Company.

7. Doors to the building and within buildings may not be propped open **by order of the Fire Marshall.**

**PENALTY: \$50.00 fine after one (1) written notice.**

8. Satellite dishes. No installation without written approval from the Board of Directors. Size and placement are to be in accordance with current Association and F.C.C guidelines. Contact Management Company for current guidelines as these may change from time to time.

## BASIC OWNER RESPONSIBILITY

1. All Unit Owners and Residents should keep the Board and/or Management informed at all times of problems, suggestions, questions, etc., that they may have. They can only work to correct problems when they become aware of them. Good communications among Unit Owners, Board Members/Management is essential to the welfare of the Association.
2. Owners and residents should assist the Board/Management in keeping The Timbers Club Condominium's Common Property and Common Elements in good condition. It is important that each resident practice good housekeeping procedures in order to maintain the condition, attractiveness and value of The Timbers Club Condominiums.
3. All Unit Owners and Residents should read all correspondence sent by the Board/Management and respond to any questionnaires, forms, etc. required by the Board/Management.
4. Unit Owners must pay their regular, special, re-billed maintenance and penalty assessments on time (before the 15<sup>th</sup> of each month). A \$60.00 late charge is assessed to the account of any Unit Owner whose assessments are not paid by the 15<sup>th</sup> of the month in which they are due.
5. Unit Owners whose assessments are more than 30 days overdue will be sent a reminder letter.
6. Unit Owners whose assessments are more than 60 days overdue will be sent a certified letter and referred to the Association attorney for collection. All costs to collect an overdue account, including attorney fees, must be paid by the Unit Owner.
7. Unit Owners are invited to the monthly meetings of the Board of Managers/Directors. Their participation is appreciated.
8. Unit Owners should attend the annual membership meetings in November of each year. If the Unit Owner desires to use a proxy, he/she may do so, and it should be returned promptly after receipt of the notice of the meeting.

**PENALTY: If the annual membership meeting must be rescheduled due to the lack of quorum, (21% of membership) the cost (i.e., postage, copying and other administrative charges) to reschedule the meeting will be prorated among non-responding Unit Owners and re-billed to their account.**

9. Occupancy forms as required by the Illinois Condominium Property Act (*Copy Attached, See Exhibit "B" on the last page of this document*) shall be on file with the Management Company with current owner/occupant information.

**PENALTY: \$50.00 after one (1) written notice.**

10. Pursuant to the Illinois Condominium Act, the Association shall have "Access to each unit from time to time as may be necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs to prevent damage to the common elements."

**PENALTY: \$100.00 after one (1) written notice where conditions permit notice. \$100.00 immediately where conditions dictate immediate entry. It should be noted that where emergency conditions dictate or previous notice has been ignored, under the "Illinois Condominium Act," the Association does reserve the right to forcible entry.**

## CONDUCT

1. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit, altruism, exploration or otherwise shall be conducted, maintained or permitted in any unit. (According to the Declaration of Ownership.)

**PENALTY: \$150.00 fine per violation after one (1) written notice.**

2. No litter or waste may be deposited on the Common Property.

**PENALTY: First violation - cost of removal and written notice.  
Subsequent violations - cost of removal and \$50.00 fine.**

3. Playing your radio, stereo, TV, musical instruments, etc. at such volume as to disturb other residents is not permitted.

**PENALTY: City Ordinance. \$50.00 per violation after one (1) written notice.**

4. There is to be no noxious or offensive activity in any unit or on the Common Property, which may create an annoyance or nuisance to other residents.

**PENALTY: \$50.00 per violation after one (1) written notice.**

5. Nothing shall be done to a unit or the Common Property, which will increase the rate of insurance on the property.

**PENALTY: \$75.00 per violation plus cost of increase of insurance.**

6. Each Unit Owner agrees to maintain, repair and replace at his/her expense all portions of the Common Property, which may be damaged or destroyed by reason of his/her own pets or any occupants act or neglect, or by the act or neglect of any invited guest of such Unit Owner or occupant.

7. Doors and Door Closures: Unit Owners are responsible for the repair and replacement of their own doors and door closures. Noisy, broken closures must be replaced at the expense of the Unit Owner. Damaged or unsightly unit entry doors or doors in non-compliance with local codes, including fire, will be replaced at unit owner's expense.

**PENALTY: The Management at the Owner's expense, after one (1) written fifteen (15) day notice, will replace doors or door closures and a \$50.00 per violation fine will be assessed.**



8. Walking near windows of the lower units, in such a manner as to disturb the privacy of the residents therein, is not permitted.

**PENALTY: \$50.00 per violation after one (1) written notice.**

9. Residents are responsible for all Common Property (grounds and building) when moving in or when having items delivered. Moving activities must be scheduled for the hours between 8 AM and 8 PM. Residents must take responsibility for the moving company they hire or deliverymen coming to their unit.

**PENALTY: First violation - cost to repair and/or clean and written notice.  
Subsequent violations - cost to repair and/or clean and \$25.00 fine.**

10. No playing or loitering in the Common Hallways.

**PENALTY: \$50.00 per violation after one (1) written notice.**

11. No smoking in the Common Hallways.

**PENALTY: \$50.00 per violation after one (1) written notice.**

## GARBAGE

**CURRENT PICK-UP DAYS ARE  
WEDNESDAYS**

**RECYCLING PICK-UP IS ALSO ON  
WEDNESDAYS**

1. Garbage containers and recycle bins may not be put out prior to 6:00 PM the day before collection and must be returned to the inside of the unit by the end of the day of collection, as per City of St. Charles ordinance. No such containers may be stored outside the unit. Additionally, all containers must be properly covered or secured to prevent debris from blowing or being scattered. The Management Company will clean up debris from garbage containers, and the cost of the cleanup will be re-billed to the Unit Owner.

**PENALTY: \$25 per violation after one (1) written notice, along with cleanup costs incurred.**

2. Newspapers, flyers and debris on driveways and the common grounds must be picked up on a daily basis. If the Unit Owner or Resident is absent, they should cancel their subscription(s) or arrange for a neighbor to collect any newspapers and debris deposited during their absence.

**PENALTY: \$25 per violation after one (1) written notice.**

## INSURANCE

Each Owner shall be responsible for his/her own insurance on their personal property in their own unit, their personal property stored elsewhere on the property and their own personal liability to the extent not covered by the liability insurance for all owners obtained by the Association as provided in the Declaration of Condominium Ownership. The Timbers Club Condominium Association certificates of insurance are available through the Management office.

## RENTALS

1. With the exception of immediate family members, the Timbers Club Covenants strictly prohibit rentals.

**PENALTY: \$50.00 immediately. \$100.00 fine for each additional ten (10) day period and eviction proceedings to be initiated.**

2. When intending to rent your unit to a relative, the owner must contact Management Company in writing at least ten (10) days prior to occupancy of your unit (State Law). Management must have on file: names of Tenants, number of children and ages, number of pets and kind, number of vehicles, kind and license numbers of vehicles and phone numbers. A signed lease must be filed with management and must contain a clause stating that all residents of the unit have read and agree to comply with the Rules and Regulations of The Timbers Club Condominium Association. The required security deposit set by the Association must also be delivered to Management.

**PENALTY: \$25.00 fine for not filing lease and required information within ten (10) days prior to occupancy of the unit. Additional \$100.00 fine for each additional ten (10) day period this information is not on file with Management and/or eviction action under the laws of the State of Illinois.**

3. The Unit Owner is responsible for all assessments.

**PENALTY: Unit owner must pay all fines for rules violations and damages incurred by his/her tenants.**

4. In the event a Tenant violates the Rules and Regulations of The Timbers Club Condominiums, Management will notify the Unit Owner and tenant. The Unit owner is responsible to assure that his/her Tenants comply with the Declaration and all Rules and Regulations of the Association.

**PENALTY: Continued violations could lead to eviction action in conjunction with the Condominium Declaration, Rules and Regulations and the laws of the State of Illinois.**

5. No Unit Owner may lease less than the entire unit, nor may the unit be leased for transient or hotel purposes. Every lease must be for a period of at least one (1) year.

**PENALTY: Eviction action in conjunction with the Condominium Declaration, Rules and Regulations and the laws of the State of Illinois.**

6. Under your governing documents, guests residing in a unit more than 14 days continuously are considered to be permanent residents and are therefore subject to all residency requirements.
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**PENALTY: Fines and eviction action in conjunction with the Condominium Declaration, Rules and Regulations and the laws of the Sate of Illinois.**

## SALES

1. When you have a contract to sell your unit, the Unit Owner must notify, in writing, the Managers/Directors and inform them of your intent. No clearance letter or financial information will be released until such written notification has been received.
2. "For Sale" signs are to be posted on the inside of one window only.

**PENALTY: After one written notice, \$50.00 per week until compliance.**

3. No clearance letter or financial information will be released unless 1) two (2) weeks written notice of intent to sell, 2) applicable fees are received by Management, and 3) evidence that the Declaration of Condominium Ownership have been received by the new owner.
4. A copy of the Rules and Regulations must be turned over to the new owner.

**PENALTY: Cost of replacement plus \$10.00 fine.**

5. Realtor's open house will only be permitted when the listing realtor provides an attendant at the entry of the building to see that only authorized sales persons gain entry. No doors are to be propped open and left unguarded. No signs are to be posted.

**PENALTY: \$50.00 per violations, no written notice.**

## NON-RESIDENT OWNERS

*All Unit Owners who do not reside in the unit owned by them shall provide Management with their permanent resident address and phone numbers where they can be reached in an emergency, both at home and at work. Any expenses of the Association incurred in locating the Unit Owner who fails to provide such information shall be assessed to the Unit Owner. 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 any such Unit Owner caused by any delays in receiving notice resulting there from.*

### PARKING

1. Garage doors must be kept closed and man-way interior entry doors from the lobby locked at all times when not in use.

**PENALTY: \$50.00 per violation after one (1) written notice.**

2. Garages are not to be used for storage of articles, which prevent you from parking your car in your garage.

**PENALTY: \$50.00 per violation after one (1) written notice.**

3. Cars illegally parked in areas reserved for guest parking may be towed.

**PENALTY: \$50.00 per violation and all towing and storage fees.**

4. If a resident has more than one (1) vehicle, he/she must park the additional vehicle immediately behind the garage door on the driveway servicing their unit. No more than one (1) unit occupant's vehicle or guest's vehicle may be parked on a driveway at a time. Additional vehicle parking is available on Millington Way.

**PENALTY: \$50.00 per violation after one (1) written notice.**

5. Guest parking is appropriately posted. Unit owners are not to use these areas for personal use; guest parking is for guests only.

**PENALTY: \$50.00 per violation after one (1) written notice.**

6. No on street parking is permitted on Auburn or Benham Courts or in front of mailboxes.

**PENALTY: \$50.00 per violation after one (1) written notice.**

7. Only vehicles in a drivable condition and bearing a valid license plate are permitted in parking areas. Permitted vehicles include passenger-type automobiles, light weight trucks and recreational motor vehicle (excluding campers) and motorcycles and motor bikes equipped with full street accessories and current license plates and registration stickers.

**PENALTY: City Ordinance for stickers. \$50.00 per violation for un-permitted vehicle parking. If the vehicle is not removed within five (5) days after one (1) written notice, the vehicle may be removed with all expense paid by owner and \$25.00 fine.**

8. Abandoned vehicles are not permitted on the Common Property. A vehicle is considered abandoned for any of the following reasons:

- A. It is not drive-able in its present condition because of disrepair.
- B. It has not been moved for seven (7) consecutive days or more and is apparently deserted.
- C. It does not have a current valid license plate.
- D. It has been deserted as clearly indicated by the acts of the owner and the condition of the vehicle.

**PENALTY: After seven (7) days following written notice to correct the violation, the vehicle may be removed with all expenses paid by the owner and \$50.00 fine.**

9. Non-permitted vehicles shall not be parked on the Common Property. Commercial vehicles may park in the parking area in order to provide requested Association or residents' commercial requests.

**PENALTY: After five (5) days and a written notice, the un-permitted vehicle may be removed with all expenses paid by owner.**

10. Parking shall be done so as not to obstruct any driveway, walkway, fire hydrant, fire lane or yellow curb area. Vehicular parking is not permitted in open cul-de-sac areas.

**PENALTY: Vehicles may be towed WITHOUT notice to the owner and at the owner's expense.**

11. No automotive (car or motorcycle) repairs or maintenance may be performed on vehicles on the Common Property at any time (no oil changes).

**PENALTY: \$50.00 per violation without written notice.**

4/1/2008

12. No parking or driving on lawn areas by any motorized vehicles, including moving vans, is allowed.

**PENALTY: \$50.00 plus cost of any and all repairs.**

13. No commercial vehicles (*Vehicles having a gross weight load capacity exceeding 1 ton, Box Vans and vehicles having permanent signage promoting the sale of a product or service and vehicles over 22 feet long*), boats, campers, trailers or snowmobiles. Such vehicles will be immediately towed at owner's expense.

**PENALTY: \$75.00 per violation plus cost of removal of vehicle from premises.**

14. No backing into guest parking stalls. This damages grass and harmful fumes disturb nearby building.

**PENALTY: \$50.00 per violation after one (1) written notice.**

Parking, please remember that the guest parking spots are for guests only, and that there is no parking allowed on the cul-de-sacs proper. Roommates, other family members living in the unit and employee caregivers are not considered guests. Everyone has their own two unique parking spots, one in the garage and one on the driveway immediately behind the garage. Remember that only one vehicle is permitted on driveways. This is to accommodate your neighbor's access and facilitate a clear view of oncoming traffic. Those having oversized vehicles may park overnight where so designated (*Overnight Resident Parking, 12-Hour Limit*) on a prominently located sign in the guest parking area. Use of these areas is on a first come first served basis. These locations are however to be kept open by residents during the day, especially on weekends. The City of Saint Charles also allows overnight parking on Millington Way were not posted no parking.

It should be noted that these rules apply to both Auburn and Benham Courts. Thank you for your assistance and cooperation in these matters.



## PETS

1. Household pets may be kept in units provided they are not maintained for commercial purposes and provided their owners abide by all the rules and regulations concerning pets.

**PENALTY: \$50 per violation after one (1) written notice.**

2. Dogs are limited in size to 35 pounds and to one (1) in number.

**PENALTY: \$25 per violation after one (1) written notice. If not corrected within ten (10) days, an additional \$25 per day seven days (7) thereafter until the violation is corrected.**

3. No Resident shall keep more than two (2) pets over the age of two (2) months, except for birds and fish.

**PENALTY: \$25 per violation after one (1) written notice. If not corrected within ten (10) days, an additional \$25 per day seven days (7) thereafter until the violation is corrected.**

4. Each Unit Owner agrees to maintain, repair, and replace, at his/her expense, all portions of the Common Property which may be damaged by reason of his/her pets or any occupant's act or neglect, or by the act of neglect of any invited guest(s) of such Unit Owner or occupant, e.g., killing grass.

**PENALTY: \$50 per violation plus cost to repair and/or clean without written notice.**

5. Any pet fecal matter deposited on the Common Grounds must be cleaned up immediately.

**PENALTY: First Violation--Cost to clean up and \$25.  
Subsequent Violations--Cost to clean up and \$100.**

6. Pets are not to create a nuisance, disturbance, or health hazard for other Residents on their property.

**PENALTY: \$50 per violation after one written notice.**

7. Pets, when on the Common Property, must be accompanied by the Resident pet owner and under control at all times. Pets, when being walked, must be on a leash. Pets (including cats) are not allowed out of doors unleashed.

**PENALTY: \$50 after one (1) written notice and \$75 for subsequent violations without written notice. Also, St. Charles City Ordinance strictly prohibits dogs running at Large.**

8. Patios and decks may not be used as pet runs.

**PENALTY: \$50.00 per violation after one written notice.**

9. If an Owner continually violates rules concerning ownership of their pet, the Board will, on an individual basis, require the Owner to remove the pet from the residence.

**PENALTY: \$75.00 per violation after one (1) written notice.**

10. Cats are permitted, however, must be kept within your individual unit and may not be allowed to roam hallways or common grounds. If taken outdoors, cats must be on a leash.

**PENALTY: \$75.00 per violation after one (1) written notice.**

11. Animals cannot be tied and left unattended anywhere on the common Property and/or on balconies, patios or decks.

**PENALTY: \$50.00 per violation after one (1) written notice.**

12. The feeding of stray cats or wild animals is strictly prohibited.

**PENALTY: \$50.00 per violation after one (1) written notice.**

13. The trapping and relocation of wild animals is strictly prohibited.

**PENALTY: \$50.00 per violation after one (1) written notice.**

**Note: The Timbers Club Condominium Association Pet Rules were revised and distributed to all unit owners in January of 2003.**

# THE TIMBERS CLUB CONDOMINIUM ASSOCIATION

## VIOLATION COMPLAINT - WITNESS STATEMENT

**PLEASE NOTE: A Violation Complaint must be completely filled out or the Board will not consider the complaint valid. After the report has been filed, it will be necessary for you to appear at a hearing. The violator will also be asked to attend this meeting. After hearing this case, the Board will determine if a violation occurred and if a fine should be levied.**

**Offender's Name:** \_\_\_\_\_

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

**Violation Location:** \_\_\_\_\_

**Date of Violation:** \_\_\_\_\_ **Approx. Time:** \_\_\_\_\_

**Violation(s):** \_\_\_\_\_

**Were any photographs taken?**  Yes  No

**If so, by whom:** \_\_\_\_\_

**Attach all photographs to this form or forward as soon as possible. Include photographer's name and date taken, as well as the name(s) of anyone else who was present.**

**Report submitted by:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**I have made the above statements based on my personal knowledge, and I will cooperate with the Association and its Attorneys to provide additional statements or affidavits. In the event of a hearing or trial, I will appear to testify as a witness.**

**Signature**

**Date**

4/1/2008

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April 1, 2008

[[Name:26]]

[[Association:25]]

[[Address 1:27]]

[[Address 2:28]]

[[City:30]], [[State:31]] [[Zip:32]]

Subject: (Insert Type of Violation i.e. "Pet Rules") Rules Violation Notice

Dear [[Salutation:40]]:

You are hereby notified as the owner of the residence at [[Unit Number:88]], in [[Association:25]], that you are being cited with the following violation of the Association's Declarations, Bylaws or Rules and Regulations. The action initiating this citation occurred on (Date) at (Approximate Time) and are described as follows:

(Insert brief description of activity initiating the citation and penalty for same)

This is the (First/Second/ Third) time that you have received Notice of Violation on this particular matter. If you wish to protest this notice you may request a hearing by signing, dating and returning this notice within fourteen (14) days of the original date of issue above, to Northwest Property Management at the above letterhead address. After your return request has been received, you will be scheduled a hearing at the next regularly scheduled meeting of the Board of Directors. Hearings are normally held at scheduled meetings of the Association's Board of Directors. Your appeal may either be made in person at this time or you may submit a formal written appeal on a separate document.

Failure to protest this Notice of Violation or failure to appear at the scheduled hearing either in person or via a separate written appeal will result in the waiving of all future rights concerning this subject. Further, such failure to appear will result in a guilty by default ruling. Any fines, charges, expenses and legal and administrative fees associated with this matter may also be assessed against your account.

[[Association:25]], Board of Directors

I hereby request a hearing with the Association's Board of Directors on this matter at the next regularly scheduled meeting.

---

Signature and Date

4/1/2008

**RULES CITATION**  
**THE TIMBERS CLUB BOARD OF DIRECTORS DETERMINATION NOTICE**

Date: \_\_\_\_\_

To: \_\_\_\_\_

On \_\_\_\_\_, 20 \_\_\_\_, you were cited of an alleged violation of the Declarations, Bylaws or Association Rules and Regulations. With regard to that citation, the following is the determination of the Associations Board of Directors:

- You did not request a hearing and waived your right to appeal.
- You did not request a hearing in person but chose instead to submit a written appeal responds.
- You requested a hearing but failed to appear.
- A hearing was held at your request and you were given an opportunity to present your appeal.
- You have admitted to the violation by default and have waived your right to request a hearing regarding the reported violation.
- You are found guilty and no further action will be taken at this time. *(It should be noted that if a similar violation occurs in the future this violation will be considered a subsequent violation and will be dealt with accordingly.)*
- You were found guilty of a violation to the Association's Covenants or Rules and Regulations and a fine in the amount of \$ \_\_\_\_\_ is now due and payable. Additionally, fines as set-forth in the Rules and Regulations will continue until such time as the violation has been remedied and offender in writing has notified the Association of the remedy.
- You were found guilty of actions set-forth in the original complaint and damages, expenses and administrative charges in the total amount of \$ \_\_\_\_\_ have been incurred and are now due and payable. Additionally, fines as set-forth in the Rules and Regulations will continue until such time as the violation has been remedied and offender in writing has notified the Association of the remedy.
- You were found guilty of actions set-forth in the original complaint and legal expenses in the amount of \$ \_\_\_\_\_ have been incurred and are now due and payable.
- Damages have occurred or an architectural violation exists as charged in the original complaint and you are ordered to have the damages or violation corrected, remedied or repaired at your own expense by \_\_\_\_\_.
- As a result of repeated violations, we have instructed the Association's Attorney to inform you that legal proceedings will be initiated if further violations occur and that all legal and administrative expenses incurred will be assessed to your unit.
- Other

As set-forth in the Association's Governing Documents, any and all decisions by the Association's Board of Directors relative to Rules Enforcement are final and are binding. Rules Violations, fines and restitution charges have been posted to your account. All payments may be made with your next regular monthly assessment payment. Receipts are posted to your account by order of the date the charges were incurred, oldest charges first.

The Timbers Club Condominium Association's Board of Directors or its Managing Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

4/1/2008

# THE TIMBERS CLUB CONDOMINIUM ASSOCIATION

## RIDER TO LEASE

**This Rider is added to the attached lease in accordance with the Rules and Regulations of the Timbers Club Condominium Association. By this Rider, the undersigned parties to said lease expressly acknowledge that Lessee(s) shall be subject in all respects to the provisions of said Association Declaration, By-Laws, and Rules and Regulations, and failure by the Lessee to comply with the terms thereof shall be a default under the lease.**

**The Board of The Timbers Club Condominium Association shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.**

\_\_\_\_\_(Seal)                      \_\_\_\_\_(Seal)  
Lessor (Landlord)                      Lessee (Tenant)

\_\_\_\_\_(Seal)                      \_\_\_\_\_(Seal)  
Lessor (Landlord)                      Lessee (Tenant)

**Date:**

**NOTE: A signed original of said lease and this Rider must be sent to the Management Company for its files in accordance with the Rules and Regulations of the Association.**

**RULES CITATION**  
**THE TIMBERS CLUB BOARD OF DIRECTORS DETERMINATION NOTICE**

Date: \_\_\_\_\_

To: \_\_\_\_\_

On \_\_\_\_\_, 20 \_\_\_\_, you were cited of an alleged violation of the Declarations, Bylaws or Association Rules and Regulations. With regard to that citation, the following is the determination of the Associations Board of Directors:

- You did not request a hearing and waived your right to appeal.
- You did not request a hearing in person but chose instead to submit a written appeal responds.
- You requested a hearing but failed to appear.
- A hearing was held at your request and you were given an opportunity to present your appeal.
- You have admitted to the violation by default and have waived your right to request a hearing regarding the reported violation.
- You are found guilty and no further action will be taken at this time. *(It should be noted that if a similar violation occurs in the future this violation will be considered a subsequent violation and will be dealt with accordingly.)*
- You were found guilty of a violation to the Association's Covenants or Rules and Regulations and a fine in the amount of \$ \_\_\_\_\_ is now due and payable. Additionally, fines as set-forth in the Rules and Regulations will continue until such time as the violation has been remedied and offender in writing has notified the Association of the remedy.
- You were found guilty of actions set-forth in the original complaint and damages, expenses and administrative charges in the total amount of \$ \_\_\_\_\_ have been incurred and are now due and payable. Additionally, fines as set-forth in the Rules and Regulations will continue until such time as the violation has been remedied and offender in writing has notified the Association of the remedy.
- You were found guilty of actions set-forth in the original complaint and legal expenses in the amount of \$ \_\_\_\_\_ have been incurred and are now due and payable.
- Damages have occurred or an architectural violation exists as charged in the original complaint and you are ordered to have the damages or violation corrected, remedied or repaired at your own expense by \_\_\_\_\_.
- As a result of repeated violations, we have instructed the Association's Attorney to inform you that legal proceedings will be initiated if further violations occur and that all legal and administrative expenses incurred will be assessed to your unit.
- Other

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The Timbers Club Condominium Association's Board of Directors or its Managing Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

4/1/2008

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\_\_\_\_\_(Seal)                      \_\_\_\_\_(Seal)  
Lessor (Landlord)                      Lessee (Tenant)

\_\_\_\_\_(Seal)                      \_\_\_\_\_(Seal)  
Lessor (Landlord)                      Lessee (Tenant)

Date:

**NOTE: A signed original of said lease and this Rider must be sent to the Management Company for its files in accordance with the Rules and Regulations of the Association.**



# THE TIMBERS CLUB CONDOMINIUM ASSOCIATION

Northwest Property & Financial Management Corp.  
5 Virginia Road  
Crystal Lake, Illinois 60014  
Phone: 630/584-9001  
Fax: 815/459-1306

## ADDITIONS & ALTERATIONS APPLICATION

Applicants Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State & Zip: \_\_\_\_\_  
Home Phone: \_\_\_\_\_  
Work Phone: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_

Description of Planned Addition or Alteration:

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

Size: \_\_\_\_\_ Supplier: \_\_\_\_\_

Approx. Cost: \_\_\_\_\_ Contractor: \_\_\_\_\_

A sketch, drawing or picture of your proposed addition or alteration must be attached here in... Please show as much detail as possible. A copy of your plat of survey must accompany any proposed changes outside the basic structures footprint.

Upon issuance of an approval, it is understood that the unit owner and their successors accept full and complete responsibility for acquiring any necessary permits and accepts all liability arising out of the construction, installation and future maintenance of the subject alteration. Such responsibility and liability includes maintaining the safety of the site and accepting any and all liability for actions arising out of litigation present and future, associated with the project or site.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
-----

### FOR OFFICE USE ONLY

Date Received: \_\_\_\_\_ Processed By: \_\_\_\_\_

APPLICATION APPROVED

APPLICATION DENIED

Comments:

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

It is the unit owners and their successors, expressed responsibility to maintain a copy of this approval for their records

## EXHIBIT B (EXTRA OWNER OCCUPANCY FORM)

Dear Homeowner:

In order to keep our records up to date, we ask that each unit owner provide a completed "Owner Occupancy Form" which will be kept on file with your condominium or townhouse association. This information is needed in the event of an EMERGENCY. Please complete this form and return it to: NORTHWEST PROPERTY & FINANCIAL MANAGEMENT CORP., 5 VIRGINIA ROAD, CRYSTAL LAKE, ILLINOIS 60014.

The Illinois Condominium Property Act requires disclosure of all of the information requested here in. Failure to comply within 30 days of a change in the information requested here in will result in a \$50.00 fine.

Thank you for your prompt assistance in this matter.

### OWNER OCCUPANCY FORM

1. Association: **THE TIMBERS CLUB CONDOMINIUM ASSOCIATION**
2. Address of unit: \_\_\_\_\_
3. Names of all residents: \_\_\_\_\_  
\_\_\_\_\_
4. Resident's Phone Number: \_\_\_\_\_
5. Work Phone Numbers: \_\_\_\_\_
6. Resident is: (Please check one)
- A. Unit Owner \_\_\_\_\_ B. Tenant (See Below) \_\_\_\_\_ C. Relative (See Below) \_\_\_\_\_
- D. Unit Owner / Part-Time Resident \_\_\_\_\_
- Second Address: \_\_\_\_\_  
\_\_\_\_\_
7. Resident's Vehicles:
- | Make  | Model | Year  | License Plate # |
|-------|-------|-------|-----------------|
| _____ | _____ | _____ | _____           |
| _____ | _____ | _____ | _____           |
| _____ | _____ | _____ | _____           |
8. Pets: Type: \_\_\_\_\_ Name: \_\_\_\_\_
8. In the event of an emergency contact \_\_\_\_\_ at phone number \_\_\_\_\_  
Is your emergency contact a relative, if so how are they related? \_\_\_\_\_
10. If the resident is a tenant or relative of the owner, please complete the owner information below.
- A. Unit Owner Name: \_\_\_\_\_
- B. Unit Owner Address: \_\_\_\_\_
- C. Unit Owner Home Phone: \_\_\_\_\_
- D. Unit Owner Work Phone: \_\_\_\_\_