

**THE TOWNES OF PRESTBURY
HOMEOWNERS ASSOCIATION
Rules and Regulations**

PREAMBLE

The Townes of Prestbury is a Sub-Association of the Prestbury Citizens Association. As such, the Townes of Prestbury homeowners are bound to comply with Prestbury's Rules and Regulations. Under some topics you will find the Townes of Prestbury Rules and Regulations are more specific as they focus on a community of town homes rather than single family residences.

These Rules and regulations have been adopted to provide the occupants of the Townes of Prestbury with a practical plan for day-to-day living in the Townes of Prestbury. Its goal is to maintain the property as a first-class Association and to provide the occupants with specific information that will be reviewed on an ongoing basis by the Board of Directors.

A successful town home association is a community of owners who share pride of home ownership. It is a community that does not, nor cannot, tolerate individual actions that will blunt that pride. The duly elected Board of Directors is charged with administering the Rules and Regulations; however, the Board is not a police department. Effective Rules and Regulations require the cooperation of all the occupants of the Association.

These Rules and Regulations are binding on all Owners and their tenants. The rules cannot be enforced unless the people that witness the infractions notify the Board in writing through its Management Agent. Each occupant's cooperation and participation is encouraged. This is your Association.

These Rules and Regulations are effective as of September 8, 2016.

Respectfully submitted,

Board of Directors

**THE TOWNES OF PRESTBURY
HOMEOWNERS ASSOCIATION
Rules and Regulations**

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**THE TOWNES OF PRESTBURY
HOMEOWNERS ASSOCIATION
Rules and Regulations - Part 1**

Section I. Introduction

1. **NEED**

The close proximity of townhomes coupled with the responsibilities that accompany shared ownership requires that the basic rules of conduct and methods of enforcement be established to assure the "quiet enjoyment" implicit in home ownership and to aid in maintaining property values.

2. **RESPONSIBILITIES**

The Owner is responsible for the proper conduct of her/his family, guests or tenants, and for informing them of all Rules and Regulations.

3. **SCOPE**

The rules stated herein will address the following areas:

- Principles of good neighbor conduct
- Use of common areas
- Architectural, decorating, and landscaping integrity
- Enforcement procedure

These rules apply to Unit Owners, their families, and their guests or tenants. All fines will be charged to the Unit, rather than to an individual.

4. **BASIS**

Illinois law permits owner associations to establish reasonable rules of conduct for their members. This right is embodied in the Declaration for Townes of Prestbury Homeowners Association and the By-Laws. The Association may also adopt enforcement procedures, including the levying of fines for violations of the Declaration, By-Laws, and Rules.

All restrictions contained in the declaration are incorporated as part of these Rules and any violation thereof constitutes a violation of these Rules and is subject to the enforcement policies and procedures set forth in these Rules.

These Rules and Regulations are binding on all Unit Owners, Residents, and their families, guests, and tenants as provided under the Declaration and Covenants. Exceptions to these Rules may be made only in writing following a written request by a Unit Owner, and must be signed by the Board or its duly authorized Agents.

5. **OWNERS**

The success of these rules in accomplishing their objectives is directly dependent upon the

willingness of individual Owners to participate in their formulation and enforcement. This is your Association and these are your rules. The quality of our life and the value of our homes are at stake in this matter.

Section II. Definitions

For the purpose of brevity and clarity, certain words and terms used in this document are defined as follows:

Alteration - A change; modification to a patio, deck and landscaping.

Assessment - The portion of the cost of maintaining, repairing, and managing the Property, which is to be paid by each owner.

Association - The Townes of Prestbury Homeowners Association.

By-Laws - Shall mean the By-Laws of the Townes of Prestbury Homeowners Association, a copy of which is attached as Exhibit "C" of the Declaration.

Board - The Board of Directors acting for the Association.

Common Areas - Shall mean all real property owned by the Association for the common use and enjoyment of all Members of the Association.

Decks - Decks includes balconies and porches.

Declaration - The Declaration of Covenants Conditions, Restrictions and Easements of The Townes of Prestbury and as from time to time amended.

Landscaped Areas - Shall mean that part of a Lot and islands in the public right-of-way which have been landscaped with trees, shrubbery, berms and other forms of vegetation and physical landscaping.

Lawn - Shall mean that part of each Lot or common area which; (a) has no improvements constructed thereon; (b) is sodded with grass.

Lot - Shall mean and refer to that portion of the Property upon which one (1) Townhouse Unit is constructed and conveyed to owner by deed.

Management Company - The Management Company that the Board has hired.

Property - All the land, building, and space comprising the real estate described in the Declaration, all improvements and structures constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the common and mutual use of the Owners.

Occupant - Person or persons, including Owner, in lawful possession of a Unit.

Owner - The person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit. Unless otherwise specifically provided herein, the said word shall include any beneficiary of a trust, shareholder of a corporation, or partner of a partnership holding legal title to a Unit.

Townhouse Unit - Shall mean a residential housing unit consisting of a group of rooms which may be attached to one or more other Townhouse Units by common party walls and which are designed or intended for exclusive use as living quarters for one Family as defined in the Declaration.

Section III. Enforcement

1. Intent

- A. It is assumed that all owners wish to promote the common good. The Board will therefore conduct itself under this assumption. Education thus becomes our first responsibility.
- B. The rights of due process will be observed in all phases of the enforcement process that might result in assessment of fines and/or eviction.
- C. The Board reserves the right to consider mitigating circumstances in assessing fines or taking action for eviction. However, the integrity of the rules process requires that exceptions be few in number and their basis well-documented. Such exceptions shall not constitute a waiver of the Association's right to future enforcement.

2. Action Steps

- A. If a personal reminder is not feasible or has been given and the violation persists, the matter should be reported to the Managing Agent. At this point, a written notice of the alleged violation and/or fine will be sent to the Owner.
- B. If any Unit Owner charged with a violation either believes that no violation has occurred, or that they have been wrongfully or unjustly accused, the Owner must proceed as follows:
 - 1. Within 7 days after a notice of Violation has been served on the Unit Owner pursuant to the provisions herein, the Owner must submit, in writing, a request for a hearing concerning the violation to the Board.
 - 2. If a request for a hearing is filed, a hearing on the complaint shall be held before a Panel of Inquiry (hereafter referred to as a "Panel"), comprised of Board members duly appointed by the Board to hear the complaint. The Panel shall not include any person presenting evidence in the hearing. The hearing shall be conducted no later than six weeks after delivery of the written request.
 - 3. At any such hearing, the Panel shall hear and consider any arguments, evidence, and statements regarding the alleged violation; first, from any person or persons having direct knowledge of the alleged violation, and then

from the alleged violator and any witnesses on her/his behalf.

4. Following a hearing and deliberation, the decision of the Panel regarding the alleged violation shall be made by majority vote and shall be final and binding on the Unit Owner and the Association.
5. Payment of any assessments, charges, costs, or expenses made pursuant to the provisions contained herein shall not become due {and owing} until the Panel has completed its determination. The Unit Owner will then receive written notification of the Panel's findings.
6. If a request for a hearing is not filed within 7 days, the hearing will be waived, and the allegations in the Notice of Violation shall be deemed admitted by default and appropriate sanctions will be imposed. The Unit Owner will be notified by the Association of any determination in the same manner as if a hearing had been conducted by a Panel of inquiry.

C. Violation Notice Retention Period,

1. Each violation is retained for one (1) year.
2. If corrective measures are taken and no other violations are issued within a One (1) year period, previous violation(s) will not be considered on subsequent infractions of the Rules and Regulations.

D. Penalties/Fines

- Offenses -
1. 1st offense - written warning
 2. 2nd offense - \$50.00 fine
 3. 3rd offense - \$100.00 fine
 4. Subsequent offenses - \$250.00 fine

For a flagrant violation, as determined by the Board and defined as any action or inaction that causes damage to or risks the health, safety, or welfare of the Association or its members or guests, the Board reserves the right to issue, without prior warning, a \$250.00 fine for a first violation, and subsequent fines of \$500.00 and \$1000.00.

The Owner is also responsible for all legal fees that may be incurred by the Association as a result of any violations. Any of the fines set forth can be waived or modified at the discretion of the Board of Directors.

Costs - In any offense where costs are incurred by the Association, the owner will be responsible for those costs. This includes, but is not limited to:

1. Damage to property
2. Personal injury
3. Restoration costs
4. Legal costs and attorney fees

- E. Payment of Fines and/or Costs.
Fines and/or costs must be paid in full within thirty (30) days of written notification. Owners are responsible for all collection and attorney fees necessary to enforce the collection of fines and costs.

Section IV. Assessments

- 1. Penalties
 - A. Assessments not paid in full by the 30th day of the month in which they are due shall be subject to a late fee of \$25.00 each month.
 - B. Past due assessments shall be referred to legal counsel as a matter of course. All late fees, costs, interest, fines, and fees charged by counsel for collection shall be added to the assessment balance of the Unit. The Board reserves the right to place a lien against any Unit in arrears and to institute an action for "forcible entry and retainer" (eviction) upon advice of counsel.

Section V. Parking, Garages, and Driveways

- 1. As stated in the Declarations, "Article IV, Section 4.03, Paragraph m", All Owners, Tenants and Occupants shall use their respective garages and driveways for the parking and storage of motor vehicles; HOWEVER, the use of such driveways for the parking of commercial vehicles is prohibited. All recreational Vehicles must be stored in a closed garage. For the purposes hereof, recreational vehicles shall include, but not be limited to, campers, mobile homes, trailers, boats and snowmobiles. All such parking shall be further regulated.
- 2. Oversize vehicles (i.e., those larger than Class 0 or over 1 ton GVWR) are not allowed on the property except for loading and unloading.
- 3. All vehicles parked on the property must be properly licensed and in operable condition.
- 4. Working on vehicles on public streets is prohibited. All maintenance of vehicles must be done in the Owner's own driveway or garage.
- 5. Abandoned vehicles are not permitted on the property. A vehicle is abandoned for any of the following reasons:
 - a. It is inoperable in its present condition,
 - b. If it has been parked in the visitors parking area and has not been moved for (7) consecutive days or more and is apparently deserted.
 - c. It does not have a current valid license plate.

Violation of any of these rules can cause said vehicle to be removed with all expenses paid by the Unit Owner.

- 6. **THE GUEST PARKING AREAS ARE FOR OWNERS, THEIR GUESTS AND RESIDENTS ONLY. NO MORE THAN ONE UNIT OWNER'S VEHICLE, OR ONE UNIT RESIDENT'S VEHICLE MAY BE PARKED IN A GUEST AREA AT ANY TIME. VEHICLES MAY NOT BE PARKED ON THE TOWNES OF PRESTBURY COMMON GRASS AT ANY TIME**

7. Overnight parking on any street in the Townes of Prestbury is prohibited.

Section VI. Restrictions on Property Use

1. Permanent obstructions or impediment to access may not be constructed on any property.
2. Hazardous materials or waste may not be stored on any property.
3. Annoying or offensive activities are not allowed on any property. Noise, including loud music, which becomes a nuisance and prevents neighbors from quiet enjoyment of their property is prohibited.
4. Except for the business of the Board of Directors or its Agents, businesses, trades, or professions of any sort may not be conducted from any Unit or the grounds.
5. Owners, occupants, or their guests may not damage party walls. If damage is inflicted, repairs must be made promptly and paid for by the Owner of the offending Unit.
6. Television antennas, satellite dishes, and wiring require Board approval prior to installation or repositioning. Except as permitted by law. Requests must be submitted to the Board in writing. Refer to Architectural Rules and Regulations.
7. Bike riding is not permitted on any lawn areas for any reason.
8. All patios, decks, and the areas under decks must be kept clean, neat, and free of debris. Decks, patios, and the areas under decks cannot be used as storage areas, except for seasonal furniture and grilling equipment during the winter months. If a deck also serves as a cover for a recreational area below it, furniture and grilling equipment may stay there year round. In order to qualify for this exception the deck must be at least six feet above the ground. Items may not be stored in gardens, yards or common areas. Firewood may be stored only on the patio or under the deck.
9. Window air-conditioning units are not permitted. No aluminum window covering will be allowed. No exterior coverings of a temporary nature (such as for insulation) are allowed.
10.
 - a. All garbage must be placed in sealed containers or sealed plastic bags so that it will remain secure and cannot be windblown.
 - b. Containers or bags shall not be placed outside for collection any earlier than sunset of the night prior to pick up, and containers must be retrieved by the Owner or Resident on the day of the pick up.
 - c. Garbage containers must not be placed so as to obstruct mailboxes or walkways.
 - d. Any litter remaining on the ground after garbage pick up should be removed by Unit Owner who placed it for pick-up.
 - e. Garbage containers must be kept indoors at all times other than for pick up.

11. Taking into account the time of day, unreasonable noise from within an individual Unit may not permeate any other Unit or the Common Elements. However, in its discretion, the Board may initiate enforcement procedures if a complaint is received by owners of more than one Unit, or if the unreasonable noise can be heard in the Common Elements.
12. Only one "For Sale" sign for each unit may be placed on the property. Two "Open House" signs are permitted as follows: one in front of the Unit and one at the entrance closest to the Unit being sold. Both must be removed at the end of the day of the open house. No other type of signs are allowed on the property or displayed in windows; example "For Rent" or advertising. Signage must conform to Rules and Regulations of Prestbury.

Section VII. Rentals

1. Owners who lease their Townhouse. Unit must provide a written lease, a signed copy of which must be provided to the Association or its managing agent.
2. All lease or rental agreements must clearly state that the Lessee is bound by the declaration, By-Laws, and Rules and Regulations of The Townes of Prestbury Homeowners Association, and that the Owner is responsible for paying all fines related to the misconduct of their tenants. All Lessees shall execute a Lease Rider prescribed by these rules and included herein as Exhibit A.
3. Each Unit Owner is responsible for providing his or her tenants with copies of the Declaration, By-Laws, and Rules and Regulations.
4. All expenses incurred by the Board of Directors, its Managing Agent, or Attorney in the enforcement of this section shall be borne by the Unit Owner.
5. The Lessee shall have no voting privileges in the Association, shall have no other vested rights in the Association or the Common Areas with the exception of the use thereof to the extent granted by the Owner and except for the right to use the space conveyed by the lease, as provided for by the terms recited therein.

Section VIII. Pets

1. Animals may not be kept on or in any Unit for commercial purposes.
2. A maximum combination of two cats, dogs, or other household pets may be kept as long as they are in compliance with all local ordinances. Other animals rabbits, livestock, fowl, or poultry shall not be raised, bred, or kept in any Unit or in the common area.
3. All pet Owners must exercise proper care and control of her/his pet to prevent it from becoming a nuisance. All pets must be leashed when outside of the home, unless under full control of a responsible family member and on the owners property. Any of the following actions are considered a nuisance and not permitted:
 - a. Any pet chasing vehicles, attacking a person or other animals, damaging property, or allowing acts of similar nature.

- b. Excessive or untimely noise resulting in annoyance and discomfort to surrounding neighbors.
- c. Pet litter on Homeowners property or common areas must be removed immediately.
- d. Permitting pets on other owner's property without permission.

Section IX. Transfer of Ownership

1. When selling their Unit, the present Owner (seller) must supply the new owner (buyer) with copies of the Declaration, By-Laws, and Rules and Regulations of the Association so that they are aware of the provisions contained therein.
2. When selling their Unit, the present Owner (seller) must supply the Board and/or Managing Agent with the names and addresses of the new Owner (buyer), as well as a forwarding address and telephone numbers for themselves.
3. Upon thirty (30) days written notice to the Managing Agent, a statement of account will be provided to the Unit Owner, setting forth the amount of any unpaid assessments and other charges due and owing from said Owner upon payment of a processing fee. This processing fee is subject to adjustment when less than 30 days' notice is provided.

SECTION X

I. Leases, Tenants, and Nonresident Unit Owners

Definitions:

Association: Association is Townes of Prestbury Association

Lease: As used herein, the term lease shall include all written or verbal rental agreements.

Tenant: A natural person or persons permitted to occupy a dwelling unit, pursuant to a written or verbal agreement with the title holder or its agent, to the exclusion of others.

- A. An unit owners who do not reside in a unit owned by them shall provide the Association within ten (10) days of their departure, their permanent residence address and phone numbers, where they may be reached in an emergency, both at home and at work. Any expense of the Board incurred locating a unit owner who fails to provide such information shall be charged back as a fine to that 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 Board 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 any notice.
- B. Any lease relating to a unit must be in writing and all tenants shall be subject

to all the terms, conditions and requirements of the Townes of Prestbury By-laws.

- C. The unit owner, who enters into a lease of their unit, is responsible for providing the information regarding the tenant to the Association.
- D. The owner shall provide a copy of a signed lease and rider to the lease to the Association ten (10) days after the effective date of the lease. (See Exhibit A) The Rider to the Lease must be signed by the owner and tenant.

In addition, a Tenant Questionnaire in the form attached hereto as Exhibit B must be completed by the tenant containing the following information:

1. Permanent residents and phone number(s) of unit owner(s)
 2. The name(s) of tenant(s)
 3. The name(s) and age(s) of tenant's children where applicable
 4. The number of people occupying the unit
 5. Any other information required by the Association
- E. The association is hereby expressly deemed to be a third party beneficiary of any such lease, and any violation of Rules and Regulations and By-laws shall be deemed a default under such lease entitling the Association to exercise any and all remedies under the lease or available at law or equity; including termination, regardless of the owners action or inaction in response by such default. Any cost incurred by the Association in exercising their rights and remedies under the lease, including attorney's fees, shall be charged to the unit owner.
 - F. If the unit owner is renewing an existing lease, the unit owner must, within ten (10) days of execution of the new lease, deliver to the Association a copy of the original signed new lease and a copy of the original signed Rider to the Lease. Provisions herein that relate to the execution of new or renewal leases shall become effective upon the expiration of any lease that is currently in effect.
 - G. All information regarding contents of the lease and the Rider to the Lease shall be kept confidential by the Association, managing agent and/or Association attorney(s).

II. Lease/Rental Terms

- A. Pursuant to the Amendment to the Declaration ("Declaration"), no more than seven (7) units may be leased at any one time.
- B. Any unit owner desiring to lease his/her unit must follow the following procedure in order to determine if a unit can be leased.
 1. Any unit owner who desires to lease their unit must submit a Notice of Intention to Lease their unit (on a form attached hereto as Exhibit C) to the Board of Managers of the

Association at least forty-five (45) days prior to the proposed commencement date of the lease. Notices of Intent to Lease shall be given priority in the order in which they are received by the Board of Managers

2.(a) If at the time the Notice of Intention to Lease is received by the Board of Managers, there are less than seven (7) units being leased, the Board of Managers shall so advise the submitting unit owner within ten (10) days of the Board's receipt of such Notice of Intention to Lease and that the unit may be leased in accordance with the Declaration. The lease must thereafter be executed no later than forty-five (45) days of the date that the owner submitted the Notice of Intention to Lease. If the lease is not executed within said forty-five (45) day period, the unit owner must resubmit a Notice of Intention to Lease to lease.

2(b) If at the time the Notice of Intention to Lease is received by the Board of Managers, there are already seven (7) units being leased, the Board of Managers shall so advise the owner within ten (10) days of the Board's receipt of such Notice of Intention to Lease that the unit may not be leased.

3(a). If the maximum number of units permitted to be leased at one time is being leased, the Board of Managers shall maintain a waiting list from among the unit owners who have submitted a Notice of Intention to Lease. Unit owners shall be placed on the waiting list in the order in which the Notice of Intention to Lease is received by the Board of Managers. When the total number of units being leased falls below the maximum number of units that may be leased at one time, the following procedure shall be implemented:

3(b) The Board of Managers of the Association shall provide written notice to the unit owner at the top of the list that a unit may be leased. Said unit owner shall be given ten (10) days from the date of such notice to advise the Board whether they want to accept or decline the opportunity to lease their unit. If the unit owner responds in the affirmative, they will have forty-five (45) days from the date of the Board's notice to execute a lease for their unit and deliver a copy of the lease for their unit to the Board of Managers. If said unit owner does not execute and provide a copy of the lease for their unit to the Board of Managers within said forty five (45) day period, they shall be deemed to have declined the opportunity to lease their unit. If the owner has declined the opportunity to lease their unit, or if they have been deemed to have declined the opportunity to lease their unit, the owner shall be placed at the bottom of the waiting list.

3(c). If a unit owner declines, or has been deemed to have declined, the opportunity to lease their unit, the Board shall provide written notice to the next unit owner on the waiting list that a unit may be leased. Said unit owner shall be given ten (10) days from the date of such notice to advise the Board whether they want to accept or decline the opportunity to lease their unit. If the unit owner responds in the affirmative, they will have forty-five (45) days from the date of the Board's notice to execute a lease for their unit and deliver a copy of the lease for their unit to the Board of Managers. If said unit owner does not execute and provide a copy of the lease for their unit to the Board of Managers within said forty five (45) day period, they shall be deemed to have declined the opportunity to lease their unit. If the owner has declined the opportunity to lease their unit, or if they have been deemed to have declined the opportunity to lease their unit, the owner shall be placed at the bottom of the waiting list.

4. The process described in 3(c) shall be repeated until a total of seven (7) units have been leased or until there are no more unit owners on the waiting list.

5. An owner who is leasing a unit cannot submit a Notice of Intention to Lease with respect to such unit sooner than seven (7) days prior to the expiration of the of such lease; however, if a Lease is terminated prior to the end of the term of the Lease, the expiration date shall be no earlier than the minimum permitted term of a lease.

6. Leasing of a unit in violation of this rule is subject to a fine of \$50.00 per month that the unit is being leased.

XI. Unit Owner Responsibilities

- A. The unit owner must conduct credit and criminal background checks on their tenants and provide a copy to the Association.
- B. Ensuring that the tenant(s) has a current copy of the Rules and Regulations and By-laws.
- C. Ensuring tenant(s) abide by all restrictions outlined within the documents referenced above.
- D. Shall pay fines and/or monetary fees associated with legal or civil actions brought about as a direct result of tenant conduct.
- E. Shall indemnify and hold harmless the Association from any and all loss, damage, attorneys' fees or other expense, which the Association may sustain by reason of the actions, proceedings, claims or demands of any tenant, arising out of their occupancy of the residential unit or their use of common area property.
- F. The Unit owner shall pay an administrative fee to the Association in the amount of one hundred dollars (\$100.00) at the time of the delivery of the lease, credit and criminal background checks, Rider to the Lease and tenant questionnaire.

X11. Violations and Fines

- A. If a tenant violates any provision of the Rules and Regulations and By-laws, the Board shall determine what action or actions should be taken, including its right to terminate the lease.
- B. Any unit owner who leases his property in violation of Townes of Prestbury By-laws may be assessed a daily fine of \$50.00 per day from ten (10) days following the effective date of the lease, at the discretion of the Board.

XIII. Common Area Property

- A. Unit owners are responsible for the conduct of all their tenants, children, guests and pets. Unit owners, tenants, guests and pets that exhibit obnoxious behavior, (obnoxious behavior is considered to be any act, action or display that is considered a nuisance or threatens the health, safety or security of another person and/or property) will be subject to any action taken by the Kane County Sheriff, if called.
- B. All tenants, their children and/or their guests are required to abide by the Rules and Regulations and By-laws and local ordinances governing curfew.
- C. No swimming, motorized boating, wading, or rafting in the lakes at Prestbury will be permitted by tenants or guests. Fishing is permitted by tenants and guests, but fish must be handled according to the rules of Prestbury Rules and Regulations and By-laws.
- D. When the lakes are frozen, ice skating or walking on the lake is not permitted.

**THE TOWNES OF PRESTBURY
HOMEOWNERS ASSOCIATION
Rules and Regulations - Part 2
Landscaping and Aesthetics**

Section I. Exterior Decorations

1. Seasonal and/or religious exterior decorations may be placed only on the front of the owners home, trees and bushes immediately adjacent to the owners unit. These decorations must be removed no later than 30 days after the close of the holiday, weather permitting.
2. Fences of any kind will not be permitted. Landscape planted to act as a fence is not acceptable.
3. Deck and Patio Structures - Sunshades, arches, trellises, gazebos, lattices (above and below decks) and any other enclosure under decks will not be allowed.

Section II. Alterations, Plantings and Aesthetics

1. Expansion of owners planting area requires a plan and Board approval. Permanent plantings, except flowers, may not be made without prior written approval of the Landscaping and Aesthetics Committee. If a homeowner wishes to replace or add trees or shrubs at their own expense, they must put their request in writing to the Landscaping and Aesthetics Committee. The request must include the specific trees or shrubs desired along with their exact placement. The Landscaping and Aesthetics Committee will approve or disapprove the request based on the impact on the community. These changes and/or additions will be maintained by the homeowner, including their replacement should they not survive. Failure to obtain approval for any of the above may result in fines and/or restoration charges to the homeowner.

Any application to the Committee for approval or consent pursuant to the Declaration shall be in such form as required by the Committee and shall be submitted **to Advocate Property Management, P.O. Box 9242, Naperville, Illinois 60567, phone number 630-748-8310**. The current forms (Refer to Attachment-A) and this document are available from Advocate Property Management or a Committee member.

2. Landscape sculpture/ornaments are discouraged; however, no more than one such sculpture will be permitted in the front of the home (in the flower bed area only) and 2 at the rear of the home and must be no more than 3 feet tall. It must meet the aesthetic ambience of the community as determined by the Landscaping and Aesthetics Committee. If mulch is required, it must be of the same color and type as the original.
3. Front entries will be kept clean and orderly and free from litter and debris.
4. Ground lighting must be limited to the front or back of the home. Lights should be placed in areas so as not to interfere with grass cutting. Lights should be low intensive (solar or low voltage) and be a maximum height of 18 inches. Placement of the lights and care are the responsibility of the homeowner.

5. Each homeowner/tenant is responsible for the watering of their lawn (adhering to Sugar Grove watering rules), their landscaped areas, trees and shrubs. If a homeowner does not water their trees and shrubs, and they need replacement, replacement will be at the homeowner's expense. This constitutes negligence on the part of the homeowner. Remember, you own the property your home sits on; therefore, you own the trees and shrubs on the property.
6. Sprinkler systems will be allowed, subject to code compliance. The Association assumes NO responsibility for damage to or damage caused by the system. Application to the board shall be required.

Section III. Attachments

A - Application

B - Notice of Decision

**Townes of Prestbury
Landscaping and Aesthetics Committee
Application**

Application is hereby made to the Townes of Prestbury Landscaping and Aesthetics Committee for their review and approval of the attached plans and specifications. **Note: two copies of the application and all attachments are required.**

The Homeowner should review the Alteration, Planting, and aesthetics section of the Rules and Regulations received with this application to assist in a timely process of your request. The application is not considered received until it is noted on this form and forwarded to the committee. A copy of this form will be returned to the applicant with a notation as to its status of the application.

Date of Application: _____

Owners Of Property: Name _____

Address _____

Phone No. _____ Cell No. _____ Fax _____

E-Mail: _____

Description of proposed request: _____

Anticipated Start Date: _____ Anticipated Date of Completion: _____

Required Data for initial application: (Consult with a member of the committee)

- Property Plat of Survey
- Plans and specifications
- Photo of site or picture of item for review
- Site plan showing surrounding topography
- Written comments from neighbors
- Permits, Sugar Grove or Kane County as applicable with approved drawings
- Contractors Certificate of Liability Insurance. Architectural Attachment D applies.

Prior to commencing with the project, you must have received a copy of the Landscaping and Aesthetics Committee Approval Form, Notice of Decision.

Office Use:	Application Complete YES or NO
Date received: _____	By: Mail, FAX, Hand Delivered, other _____
Date forwarded to committee on: _____	Must take Action by Date: _____
Presented to the Board meeting on: _____	
Comments: _____	

**Townes Of Prestbury
Landscaping and Aesthetics Committee
Notice of Decision**

Date of Application: _____

Owner(s) of Property: _____

Address of Property: _____

Phone Number(s): _____

Email: _____

Landscaping Request: _____

Committee Review Date: _____

Votes Approving Request: _____ Disapproving: _____

Comments/Conditions: _____

We, The Board of Directors, having reviewed this application and all data submitted, do hereby;
Approve () Disapprove () Defer Decision ()

For the Board of Directors: _____

Note: Any deviation from the submitted application requires a written request for reconsideration by the Landscaping and Aesthetics Committee and Board of Directors.

**The Townes of Prestbury
Homeowners Association
Architectural Rules and Regulations Part 3**

I. Purpose.

Pursuant to the Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for the Townes of Prestbury, recorded in the office of the Recorder, Kane County, Illinois, affecting the Townes of Prestbury, Sugar Grove Township, Kane County, Illinois ("Covenants") there is hereby established the Townes of Prestbury Architectural Standards Committee ("Committee").

No change to any building exterior will be allowed unless approved by the Townes of Prestbury Board of Directors. This includes foundations, sidewalks, entrance walks and driveways. An exception will be patios and decks which will be separate from the basic building. All construction projects require a permit from Sugar Grove or Kane County. Any purposed changes shall be submitted as provided under Paragraph V of these Rules and Regulations.

II. Objectives of Review.

In examining applications for approval, the Committee shall be required to consider the various aspects of design, with special emphasis on the following objectives:

A. Landscape and Environment.

Prevent the unnecessary destruction or blighting of the natural landscape or of the achieved man-made environment. This is a joint effort by all Committees.

B. Relationship of Structures and Open Spaces.

To ascertain that the treatment of patios, decks, any type retaining wall and open spaces is designed so that they relate to the terrain and to existing buildings and have a visual relationship to the Townes of Prestbury.

II. C. Design Compatibility.

The improvement must be compatible with the architectural characteristics of adjoining property and the overall neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details.

**THE TOWNES OF PRESTBURY
HOMEOWNERS ASSOCIATION
Architectural Rules and Regulations**

D. Protection of Neighbors.

To protect neighboring owners, reasonable provision must be made for such matters as surface water drainage, sound and sight buffers, the preservation of views, light and air, and other aspects of design which may have substantial effects on neighboring property.

III. Principles and Criteria Used as Standards.

The Committee shall evaluate all submissions on the individual merits of the application. Besides evaluation of the particular design proposal, this shall include consideration of the characteristics of the original design and the individual site, since what may be an acceptable design in one instance may not be for another.

Judgments of acceptable design shall be based on the following criteria, which represent in more specific terms the general standards to the Townes of Prestbury.

A. Relation to the Natural Environment.

Factors such as removal of trees, disruption of natural topography and changes in rate or direction of storm water run-off adversely affect the natural environment.

B. Conformance with Covenants.

All applications are reviewed to confirm that the project is in conformance with the Covenants.

C. Validity of Concepts.

The basic idea must be sound and appropriate to its surrounding.

D. Design.

The proposed alteration must be a design that is compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of material, color and construction.

E. Location and Impact on Neighbors.

The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood.

The primary concerns are access, view, sunlight, ventilation and drainage. For example, any barrier may obstruct views, breezes or access to neighboring property;

decks may cast unwanted shadows on an adjacent patio or infringe on a neighbor's privacy.

When a proposed alteration has possible impact on adjacent properties, it is suggested that the applicant discuss the proposal with neighbors prior to making application. It may be appropriate in some cases to submit neighbor comments along with the application.

F. Scale.

The size (in three dimensions) of the proposed alteration should relate well to adjacent property, structures and its surroundings. For example, a large patio or deck may be inappropriate for the townhouse.

G. Color.

Siding, bricks, roofs and trim for an addition or repair must be the same color as what was used in the existing structure.

H. Material.

Continuity is established by use of the same or compatible materials as were used in the original construction.

I. Workmanship.

The quality of work should be equal to or better than that of the surrounding area. Poor practices, besides causing the owner problems, can be visually objectionable to others. Poor workmanship can also create safety hazards. The Committee assumes no responsibility for the safety of construction by virtue of design or workmanship.

J. Timing.

Projects that remain uncompleted for long periods of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. **All applications must include estimated completion dates. If such time period is considered unreasonable the Committee may disapprove the application.**

IV. Specific Architectural Guidelines.

The specific items covered in this document are not to be the only architectural items limited for review.

No change to any building exterior will be allowed. This includes foundations, sidewalks, entrance walks and driveways, windows and doors. An exception will be decks and patios, which will be separate from the basic building.

A. Awnings

No awnings of any kind either permanent or removable will be permitted.

B. Exterior Painting.

Exterior re-painting of town house trim, deck or doors is the responsibility of the owner and will be subject to review and approval by the Committee, unless the new exterior paint is the same as the original exterior color and shade. Refer to **Attachment-C** for original exterior paint manufacture and color codes.

C. Swimming Pools or Hot Tubs:

No swimming pools or hot tubs of any kind will be permitted.

D. Deck Structures.

Lattices above and below decks, and any other enclosure under decks are not allowed.

E. Drainage and Fill.

All lots shall be maintained in such a manner as to cause drainage of water to flow into adjacent streets or greenbelt drainage outlets and not upon adjoining property.

F. Antennas and Satellite Dishes:

1. Transmitting Antenna: No transmitting antenna may be attached or mounted to any portion of the Property unless it is done within the Owner's Unit or indoors in an area which serves only the Owner's Unit.

2. Satellite Dish/Receiving Antenna Greater Than One Meter In Diameter: No satellite dish/receiving antenna that is greater than one meter in diameter may be attached or mounted to any portion of the Property, unless it is done within the Owner's Unit or indoors in an area which serves only the Owner's Unit.

3. Satellite Dish/Antenna One Meter Or Less In Diameter:

(a) A satellite dish/receiving antenna that is one meter or less in diameter may be attached or mounted only on and within portions of the Property owned by the Unit Owner or on and within portions of the Property which such Unit Owner has the exclusive right to use. Examples of locations where such dishes can be installed are limited common element balconies, decks, and patios. However, the satellite dish/receiving antenna (including any mast) must be installed entirely within, and may not extend beyond, the planes of such balcony, deck, or patio.

(b) The satellite dish/receiving antenna shall be painted so that it blends into the background against which it is mounted.

(c) If possible, the satellite dish/receiving antenna shall be placed where they are not visible from the street.

[(d) The following are preferred installation sites on your unit in order of preference:

_____.]

[(e) Due to the high winds in the area and the potential risk to the health, safety and welfare of the residents from a falling satellite dish/receiving antenna, the satellite dish/receiving antenna shall be installed using the following method to secure the dish: DESCRIBE HERE_____.]

(f) Drilling through an exterior (common element) wall or roof (e.g. to run cable from the unit to the exterior) is prohibited.

(g) All wires of a permitted satellite dish/receiving antenna must be encased in molding which matches the color of the building, or buried underground. The owner must restore the Property to its original condition upon removal of the dish.

(h) Any person installing a satellite dish/receiving antenna permitted by these rules shall notify the Board in writing within seven (7) days from the date of installation. A sample form is attached as Attachment ____.

(i) The owner shall be responsible for the maintenance of the satellite dish/receiving antenna and the satellite dish/receiving antenna shall be kept in good repair.

(j) If the satellite dish/receiving antenna will be installed by a professional installer, the owner must provide the Association proof that the installer is licensed and insured.

(k) If it is necessary for the Association to remove the satellite dish/receiving antenna to perform maintenance of the Property, the owner will be advised accordingly.

(l) Any request for deviation from the foregoing rules concerning antennas and satellite dish/receiving antennas must be submitted to the Board, and is subject to the Board's approval.

(m) In order to protect the health, safety and welfare of the residents of the Association and their property, the Board reserves the right to inspect the installation and maintenance of a satellite dish/receiving antenna permitted by these rules, and to require that any unsafe condition be promptly corrected.

(n) The resident installing a satellite dish/receiving antenna agrees to indemnify and hold harmless the Board of Manager/Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from

the installation, maintenance, or use of the satellite dish/receiving antenna, including the payment of any and all costs of litigation and attorney's fees resulting therefrom. The resident agrees to be responsible for any damage to the Property or any injury to any person as a result of the installation, maintenance, or use of the satellite dish/receiving antenna. Upon installation of the dish, the resident shall execute a hold harmless agreement. A sample form is attached as Attachment ___.

G. Flagpoles.

One removal flagpole attached to the home is allowed with a maximum flag size of 3 feet by 5 feet. No permanent in-ground flagpole on the owners' property.

H. Signs.

No permanent sign structure of any kind shall be constructed or displayed on any lot, common area or home. Refer to the rules for signs in the Covenants and By-laws of the Prestbury Homeowner Association.

I. Window Tinting.

Windows may be tinted, but no reflective material may be used to create a mirror effect from the outside. The tinting material use must be installed on the inside of the window.

J. Recreation and Play Equipment.

This is a town home community with limited space. Therefore, recreation and play equipment is not allowed. Basketball hoops on garages, alongside driveways and any type of ball nets are not allowed. Equipment of this kind is provided in the Sugar Grove and Prestbury parks.

K. Greenhouses, Sheds or Tents:

No Greenhouses, Sheds or Tents are allowed.

A temporary tent for a special occasion is allowed, but for not more than four (4) days.

L. Dog Houses and Runs.

Not Allowed.

M. Retaining Walls.

Retaining walls may be used to support areas from erosion. Walls should be kept as low as possible. The type of stone and color already in use within the Townes of Prestbury should be considered.

Because retaining walls may alter existing landforms, the design of such walls

should be carefully considered to avoid adversely affecting drainage patterns. Any retaining wall must have prior approval.

N. Exterior Lighting and Fixtures.

Exterior lighting must conform to what was provided in the original specifications when the town home was built, that is one light per door and one light on each side of the garage. Maximum watts per bulb should be 60 watts.

Automatic control of lights dusk to dawn is only allowed on the garage. Security sensors are allowed for door or garage lights, but should not be activated outside of property limits. No security sensor spotlights are allowed.

Replacement of exterior light fixtures should conform to the style and color provided in the original specifications when the town home was built.

O. Decks.

Decks must be compatible in design, material and color with other buildings of the same design within the Townes of Prestbury and must be of durable construction. A deck must not impact the privacy of neighbors. Deck size must not be any larger than 240 sq. feet, but must conform to scale as defined in **Section III-F** of this document.

Enlarging an existing desk is dependent on lot size and placement on the lot. Extending a deck across the home is dependent on size, windows and door placement. Modifications to existing desks and stairways must provide continuity in detailing such as material, color and design of railings and trim.

P. Patios.

New patios or enlarging an existing patio must be compatible in design, material, size and color with the other buildings within the association. Patios must not impact the privacy of neighbors. Patios will be subject to approval base on the standards in the application process. Patios must conform to scale as defined in **Section III-F** of this document.

Q. Balconies and Porches.

If a deck was described in the original home specifications or permit as a balcony or porch, the same rules will apply as for a deck as described in **Section IV-O** of this document.

R. Storm Doors.

Storm doors must be full view and any additional trim required for support must conform to the original house door trim color.

S. Conditions not included.

Any condition or material not included within these guidelines shall become a matter of judgment on the part of the Committee and Board of Directors.

V. **Procedures.**

Any application to the Committee for approval or consent pursuant to the Declaration shall be in such form as required by the Committee and shall be submitted **to Advocate Property Management, P.O. Box 9242, Naperville, IL 60567 phone number 630-748-8310**. The current forms (Refer to Attachment-A) and this document are available from Advocate Property Management or a Committee member.

A. Compliance Fees.

The Committee in its discretion may charge the applicant fees, the amount of which is to be set by the standards Committee, to cover the cost of review, inspection and hiring of professional consultants to review the application material and advise the Committee.

B. Time for Action.

A decision shall be rendered on any completed application properly submitted to the Committee within thirty (30) days of the date the application is filed with the Committee and deemed complete.

The thirty (30) day time period for response of a review of an application, for approval or disapproval shall not begin to run until the application is considered complete and noted on the application form as "COMPLETE" (Refer to Attachment-A, 'Office Use' area of form). A copy of the application form will be returned to the applicant with the notation as to its status. Failure of the Committee to take action on an application within such period and before the next scheduled Board Meeting shall deem the application reviewed and presented to the Board as is.

The Board of Directors may approve, approve with conditions, disapprove or defer decision on an application.

The Committee shall notify the applicant of a decision by mailing a Notice of Decision (Refer to Attachment-B) to the address set forth in the application. The chairman of the Committee shall also have a duty to post a Notice of Decision in the minutes of the Townes Of Prestbury Homeowners Association monthly Board Meeting, with the date and timing of such posting.

C. Appeals Procedure.

An applicant or any person aggrieved by the decision of the Committee may appeal such decision to the Board of Directors of the Townes Of Prestbury Homeowners Association. Any appeal from action of the Board must be taken within seven (7) days of the posting of the Notice of Decision in the minutes of the Townes Of Prestbury Homeowners Association monthly meeting and shall be in a form of a written document for appeal given to a Board member.

D. Monitoring.

The standards Committee and board of directors shall have the power to monitor the progress of work by any applicant to insure its performance in accordance with the approval and consent rendered by the Committee and Board of Directors. Where any work deviates from the approval granted by the standards Committee and Board of Directors, the applicant may be invited to appear at a board meeting and to show cause why his approval should not be revoked.

E. Variance.

The Committee may recommend and the Board of Directors may authorize variances from compliance with any of the architectural provisions of the declaration and guide lines of the Committee including, without limitation, restrictions upon size or placement of structure, or any other architectural restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. If variances are granted from the requirements of the recorded restrictions, such variances must be approved by majority of the standards Committee and of the Board of Directors.

If such variances are granted, no violation of the covenants and restrictions shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any purpose except as to the particular property and particular provision herein covered by the variance.

F. Enforcement of Violations.

The Board of Directors after receiving written notice from the Architectural Standards Committee or from their own determination that a violation of the standards Committee rules and regulations has occurred may in its discretion, levy fines.

The fine will be charged to the account of the owner of the unit in which the guilty person/persons resides and is due and collectable with the next regularly scheduled monthly assessment.

Upon a third violation, the board is authorized and is encouraged to file with appropriate authorities an application for lien on the property of the unit owner charged for such violation.

In the event payment for assessment of a violation is not received at the appropriate collection authority within ninety (90) days of sending notice to the unit owner, the board is authorized and is encouraged to file with appropriate authorities an application for lien on the property of the unit owner charged for such violation.

Schedule of fines:

First offense - written warning
Second offense - \$50.00 fine
Third offense - \$100.00
Subsequent offenses - \$250.00 fine

G. Notice of Filings of Permits.

The Architectural Standards Committee shall be entitled to notice of any applications submitted to Sugar Grove or the County of Kane for approval of any permit. The standards Committee and the board of directors shall have the power to file objections with Sugar Grove or the County of Kane opposing the property owner's request for a permit where the Architectural Standards Committee and the Board of Directors determines that a violation of its rules and regulations has occurred. The Architectural Standards Committee and the Board of Directors further shall have the obligation where a violation has occurred to have a representative appear before the Sugar Grove or the County of Kane building authority to object to the issuance of a permit. The Architectural Standards Committee will monitor permits being filed with Sugar Grove or the County of Kane for purposes of implementing this process.

H. Time for Compliance.

Applicants shall be required to commence work on any application approved by the Committee within two (2) months of Notice of Decision and to complete the work in compliance with **Section III-J**. The failure of any applicant to comply with this provision shall render any approval of the Committee null and void.

I. Application Form. Instructions. (Refer to Attachment A)

Date of Application - Enter the date that the form is mailed or transmitted or handed to proper person.

Owner Of Property - Enter all owners names, address, phone number, cell number (optional) and FAX (optional) Email address.

Description of Proposed Architectural Request - Describe as complete as possible, using additional sheets if needed, your request.

Anticipate Start Date and Date of Completion - Enter date; month, day, and year.

Required Data for Application - Attach documents to application.

Property plat of survey - A copy of this document indicates lot lines, easements, and distance from neighbor's property. This is required for any construction project, regardless of how small the project is. Also, it is advisable to stake out the area of the construction site. This will assist the Committee in determining the impact of the project.

Plans and specifications - Depending on the extent of the project the Committee will require the same requirements for applying for a permit. This may require several views of the project.

In the case of a deck, the Committee will require detailed drawings showing that the deck is in compatible design, size, material, color and specifications as with the established decks of the association.

Material list with manufacture information would be helpful, and may be required.

Photo of Site - This would be very helpful in determining the impact of the project.

Site Plan Showing Surrounding Topography - If there are any concerns with drainage, this may require professional assistance.

Written Comments from neighbors - If there are any possible concerns from your neighbors talk it over with them and explain your project and, if possible, get their comments in writing. The Committee may conduct this survey with your neighbors directly during the review.

Permits - All construction projects need permits from Sugar Grove or Kane County. Consult with a Committee member.

Contractors Insurance - Copy of contractor insurance coverage.

Fee - To be determined during review process.

Contractors Information - Name of the company, address and company contact with phone number.

Signature of Owners -

Forward application and all support documents in duplicate to Advocate Property Management, P.O. Box 9242, Naperville, IL 60567, phone number 630-748-8310.

**TOWNES OF PRESTBURY HOMEOWNERS ASSOCIATION
ARCHITECTURAL STANDARDS COMMITTEE
APPLICATION**

Application in hereby made to the Townes of Prestbury Architectural Standards Committee for their review and approval of the attached plans and specifications. **Note: two copies of the application and all attachments are required.**

The Homeowner should review the guidelines and standard section of the Rules & Regulations received with this application to assist in a timely process of your request. The application is not considered received until it is noted on this form and forwarded to the committee. A copy of this form will be returned to the applicant with a notation as to its status of the application.

Date of Application: _____

Owners of Property: Name: _____

Address: _____

Phone No: _____ Cell No: _____

Fax No: _____ E-Mail: _____

Description of proposed request: _____

Anticipated Start Date: _____ Anticipated Dare of Completion: _____

Required Data for initial application: (Consult with a member of the committee)

- Property Plat of Survey
- Plans and specification
- Photo of site or picture of item for review
- Site plan showing surrounding typography
- Written comments from neighbors
- Permits, Sugar Grove or Kane County as applicable with approved drawings
- Contractors Certificate of Liability Insurance. Architectural Attachment D, Page 27, applies.

Prior to commencing with the project, you must have received a copy of the Architectural Standards Committee Approval Form, Notice of Decision.

Office Use:	Application Complete: YES OR NO
Date received: _____	By: Mail, Fax, Hand Delivered, other: _____
Date Forwarded to Committee on: _____	Must take Action by Date: _____
Presented to the Board Meeting on: _____	
Comments: _____	

CONTRACTORS CERTIFICATE OF LIABILITY INSURANCE

		<u>General Liability</u>
Minimum Insurance Limits - Each Occurrence		\$1,000,000
(Any 1 Person)	Damage to Renter	500,000
	Medical Expenses	5,000
	Personal Injury	1,000,000
	General Aggregate	2,000,000
	Product Liability	2,000,000
	Auto Liability	1,000,000
Workman's Compensation	Each Accident	500,000
	Disease – Each Emp.	500,000
	Disease – Policy	500,000

The Certificate of Contractor's Insurance must show the following as Co-Insured/ Interested Party:

Townes of Prestbury
C/O Advocate Property Management
P.O. Box 9242
Naperville, IL 60567

Attachment D

**Townes of Prestbury
Architectural Standards Committee
Notice of Decision**

Date of Application: _____

Owners Of Property: Name _____

Address _____

Phone No _____

Contractors Information _____

Architectural Request: _____

We, the Board of Directors, reviewed this application and all data submitted, do hereby this day of _____, 20__

_____ **this application.**
(Approve, Approve with conditions, Disapprove, Defer Decision)

For the Board of Directors _____

Comments: _____

Any deviation from the plan/specifications submitted requires a written request for reconsideration and waiver from the Architectural Standards Committee and Board of Directors.

If approval is granted, applicant understands that all construction projects need a Permit from Sugar Grove and/or Kane County.

**Townes Of Prestbury
Architectural Standards Committee
Exterior Painting Specifications**

Sho Deen Models

Sherwin-Williams, A100 Acrylic (ext white) formula

BAC Colorant	02	32	64	128
B1 Black	--	--	--	1
Y3 Beep Gold	--	--	1	1

Kensington Models

Sherwin-Williams, A100, exterior latex satin white 100-6261

Attachments

- A. Application**
- B. Notice of Decision**
- C. Exterior Painting Specifications**
- D. Contractor's Certificate of Insurance Coverage**

Attachment D

SATELLITE DISH/RECEIVING ANTENNA AGREEMENT

I, _____, the resident of Unit # _____ in _____ ASSOCIATION (hereafter "Association"), commonly known by the street address of _____, _____, Illinois, does hereby certify to the Association that I have installed a satellite dish/receiving antenna on the _____ of the Building, and that such dish and the installation thereof conforms to the Rules And Regulations of the Association.

I hereby agree to indemnify and hold harmless the Board of Manager/Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation, maintenance, or use of the satellite dish/receiving antenna, including the payment of any and all costs of litigation and attorney's fees resulting therefrom. I hereby affirm that I am responsible for any damage to the Property or any injury to any person as a result of the installation, maintenance, or use of the satellite dish/receiving antenna.

IN WITNESS WHEREOF, I have signed this document on _____, 20__, at _____, Illinois.

Owner Signature

Exhibit A

THE TOWNES OF PRESTBURY ASSOCIATION

RIDER TO LEASE

OWNER NAME _____

TENANT NAME _____

UNIT ADDRESS _____, SUGAR GROVE, IL 60554

This rider is added to the attached lease in accordance with the Townes of Prestbury Rules and Regulations and By-laws. By this rider, the undersigned parties acknowledge expressly that every lease and the parties so noted shall be subject in all respects to the provisions of the said Townes of Prestbury Rules and Regulations and By-Laws. Any failure by the lessee to comply with the terms thereof shall be a default under the lease.

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

The unit owner and the tenant shall indemnify and hold harmless the Association from any and all loss, damage, attorney's fees or other expense, which the Association may sustain by reasons of actions, proceedings, claims or demands of any tenant, arising out of their occupancy of the residential unit or their use of common property.

A copy of the signed original of said lease and a copy of this signed rider must be given to the Board of Directors or its managing agent for the Association files within at least ten (10) days of date of date of execution of the lease.

The signature below acknowledges receipt of the Prestbury Rules and Regulations and By-Laws by the tenant as well as The Townes of Prestbury Rules and Regulations and By-Laws.

Lessor/Owner

Lessee/Tenant

Lessor/Owner

Lessee/Tenant

Date

Date

Exhibit B

THE TOWNES OF PRESTBURY ASSOCIATION
TENANT QUESTIONNAIRE

*Please provide information for all residents of home including, but not limited to spouse,
children or other family, their birthdates and ages.*

OWNER/TENANT INFORMATION:

NAME _____ DATE _____

UNIT ADDRESS _____

HOME PHONE _____ OFFICE PHONE _____ CELL PHONE _____

OCCUPATION(S) _____ LEASE END DATE _____

NAME _____ RELATIONSHIP _____ BIRTH DATE/AGE _____

NAME _____ RELATIONSHIP _____ BIRTH DATE/AGE _____

NAME _____ RELATIONSHIP _____ BIRTH DATE/AGE _____

NAME _____ RELATIONSHIP _____ BIRTH DATE/AGE _____

IN CASE OF AN EMERGENCY NOTIFY: _____

ADDRESS _____

PHONE _____ RELATIONSHIP _____

E-Mail Address: _____

I CAN BE REACHED AT HOME: _____ ALL DAY _____ MORNING _____ EVENINGS

EMAIL ADDRESS _____

PETS _____

MAKE OF VEHICLE/YEAR	COLOR	LICENSE NUMBER
_____	_____	_____
_____	_____	_____

NOTICE OF INTENTION TO LEASE

Date: _____, 20__

I am the owner of Unit No. ____ located at _____
_____, Illinois and desire to lease my Unit.

Please advise the undersigned if the Unit can be leased (because the number of units being leased is under the cap on rentals), or place my Unit on the Wait List in accordance with the Association's rules.

(Print Name)

(Signature of Owner)

Received By Association on _____, 20__