



**Dominion Patio Homes
Condominium Association No. 1-A
Rules & Regulations**

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Chapter 1

Definitions

Section:

1.1. Definitions.

- A. Declaration. Declaration of Condominium Ownership and of Easements, Restrictions and Covenants for Dominion Plaza One Patio Home Group #1-A recorded the 26th Day of January 1975 as Document No. R75-3383 in the Office of the Recorder of Deeds, DuPage County, Illinois.
- B. Property. As defined in the Declaration.
- C. Common Elements. As defined in the Declaration.
- D. Unit. As defined in the Declaration.
- E. Unit Owner. As defined in the Declaration.
- F. Occupant. Person or persons, other than a Unit Owner, in possession of a Unit.
- G. Manager. The Manager, as referred to in these Rules & Regulations, is the management company hired by the Board of Directors to manage all day-to-day operations and activities of the Association. The Board will provide information regarding the Manager from time to time to the Unit Owners. Unit Owners should contact the Manager on all matters. If a matter is not an Association responsibility, the Manager will inform the Unit Owner.
- H. Association. The Association is the Dominion Patio Homes Condominium Association No. 1-A, an Illinois Not for Profit Corporation.
- I. Courtyard. Area between Unit garage and residence.
- J. Patio. Any patio or deck at the rear of the residence adjacent to the formal living room.
- K. Garage Deck. Deck on top the Unit garage.
- L. Other Defined Terms. All other defined terms used in these Rules & Regulations shall have the same meaning as set forth in the Declaration.

Chapter 2

Signs

Section:

- 2.1 Signs. No signs or billboards shall be erected, placed or permitted to remain on the Property, except as follows:
 - A. Real Estate For Sale/For Rent Signs. One "For Sale" or "For Rent" sign of not more than five (5) square feet may be maintained in the front yard or window of a Unit. Any such sign, located in the front yard, shall be sufficiently located away from the street and/or sidewalk, so as not to impede vehicle and/or pedestrian traffic. Any signs must be removed within 72 hours after the closing of the sale or lease.

B. Political Signs. Political signs of not more than five (5) square feet may be maintained in the front yard or window of a Unit. Any such sign, located in the front yard, shall be sufficiently located away from the street and/or sidewalk, so as not to impede vehicle and/or pedestrian traffic. Sign can be displayed no more than 2 weeks prior to the Election Day and must be removed within 2 days following the Election Day.

2.2 Garage Sales. No more than two (2) garage sales shall be allowed per calendar year at any Unit. "Garage Sale" shall be defined as household items and/or personal goods from within the Unit sold to the public and shall exclude the sale of any and all items that are manufactured, constructed, assembled and/or purchased by the Unit Owner and/or others for resale. No "Yard Sales" and/or "Craft Sales" shall be allowed. All Garage Sales shall adhere to the Following rules:

- A. All garage sales shall be confined to the garage and/or driveway area of the Unit.
- B. A maximum of two (2) "Garage Sale" signs advertising the garage sale may be posted on the Property, but must be removed immediately upon the conclusion of the garage sale.
- C. Garage sales may not be held for more than three (3) consecutive days.
- D. Garage sales may not begin before 8:00 A.M. and must conclude no later than 5:00 P.M., each day.
- E. Unit Owners are responsible for all damage done to the Property by patrons of a garage sale.

2.3 Soliciting. No soliciting, including any placement of materials on Units and/or Unit mailboxes, is permitted on the Property without the prior written consent of the Board of Directors.

Chapter 3

Appearance Rules

Section:

3.1 Administrative Procedures. A Unit Owner requesting approval for any modifications, to the exterior of the Unit must fill out in duplicate an "Appearance Change or Improvement" form and submit it to the Manager. The Board will consider the application and the Unit Owner will be notified of the Board's decision. Depending on the nature of the modification, building permits may be required from the City of Wood Dale. Please be advised that it is the responsibility of the individual Unit Owner to obtain such permits. Unit Owners shall be responsible for all damage to any Common Elements resulting during any modification or improvement incurred by the Association. In addition, the Unit Owner shall be responsible for the cost of enforcing any modification application provisions, including all court costs, attorney fees, witness costs, etc.

Any changes/additions to the Common Elements, to the exterior of a Unit or structural changes to the interior of a Unit, must be submitted to the Association with a detailed working drawing, to 1/4" scale, including a full description of the materials and colors before installation. No work may commence without the approval of the Board of Directors of the Association which may be withheld at their sole discretion. The Board of Directors has the authority to remove any modification or improvement that does not conform to the approved specifications or is in violation of the Declaration or Rules and Regulations and has not been corrected after notification to the Unit Owner by the Association. Any cost associated with the removal of a modification, improvement or violation will be billed to the Unit Owner.

3.2 Modifications and Easements. No permanent structure can be placed over an existing utility easement, nor shall any modification be placed in any swale to cause interference with drainage. Contact J.U.L.I.E. (1-800-892-0123) to locate utility lines before commencing work.

Adopted April 11th 2005

- 3.3 Antennas. No radio or television receiving or transmitting antenna shall be installed on the exterior premises without the prior written consent of the Association; normal radio and television installations wholly within a building excepted.
- 3.4 Fences. Fences are prohibited except on the south side of properties commonly known as 472, 474, 476, 478, 482, and 484 Dominion Court. Prior to installing a fence at any of the aforementioned addresses, Unit Owner must obtain the approval of the Association.
- 3.5 Patios. Unit Owners shall not install patios without the prior written consent of the Association. A detailed drawing that also specifies the building materials to be used must be submitted and approved before work begins. No vehicles shall be driven across or parked upon any landscaped areas within the Association during construction of approved patios. The Unit Owner shall be responsible to repair all landscaping around the installed patio to its original condition within thirty (30) days after the installation of an approved patio.
- 3.6 Window Air Conditioners and Fans. Window and/or wall air conditioners and/or fans are prohibited.
- 3.7. Landscaping by Unit Owners.

- A. Permanent Landscaping. Unit Owners shall not remove or install permanent landscaping (trees, shrubs, bushes, etc.) in the Common Areas without the prior written consent of the Association.
- B. Each Unit Owner is solely responsible for any planting of flowers around his/her Unit. This includes the initial planting, maintenance and removal thereof.

The Unit Owner assumes all responsibility for any and all flowers, which may be damaged by, any and all of the Association's contractors, including the landscape contractor.

Any and all flowers not removed (excepting for bulbs) by the respective Unit Owner, by November 1, of each calendar year, may be removed by the Association and the cost of such removal will be charged to the respective Unit Owner. Dead flowers at any time during the year must be promptly removed by the Unit Owner.

The Board of Directors reserves the sole right and authority to issue supplemental rules and regulations to further define this section, on the planting of flowers and/or direct any Unit Owner to modify any planting of undesirable plant material, at the Board's sole discretion.

- C. Minor Landscaping Maintenance. Unit Owners may perform minor landscaping maintenance around their respective Units. This includes pulling weeds from planting beds, pulling weeds from the lawn, trimming grass edges around planting beds and/or patios and minor trimming of bushes in planting beds.
- D. Major Landscaping Modifications/Additions. A Unit Owner may apply to the Association to perform major landscape modifications to the immediate Common Area outside of his/her Unit. These requests may include such items as placing stone or edging around a patio, or bushes or trees.

The Board of Directors reserves the sole right and authority to review and decide on any and all applications presented under this section. The Board will make each decision based on the overall impact any such modification/addition will have on the Property as a whole. Further, the Board may require the Unit Owner to maintain the improvement(s).

- 3.8. Storm Doors. Storm doors may be installed upon prior written consent of the Association. All such storm doors shall be "full view" and have white, brown or black maintenance free trim. Obtaining prior approval from the Association is strongly recommended prior to purchasing a storm door.
- 3.9. Awnings. Awnings are prohibited.
- 3.10. Barbeque Grills/Fire Pits.
- A. Grilling. Grilling shall only be permitted on the courtyard or patio. Keep grills a safe distance from building surfaces until they adequately cool down (No less than three (3) feet from the Unit). Any damage caused as a result of use of grills shall be the responsibility of the Unit Owner.
 - B. Fire Pits. Fire pits must be smoke free, enclosed, burn dry wood, constantly attended by an adult at all times, smoke must not disturb neighbors. If problems and/or issues arise, the use of the fire pit may be prohibited at the discretion of the Wood Dale Fire Department or the Board of Directors.
- 3.11. Gazebos. Etc. Gazebos, overhead structures, doghouses, dog runs and/or screened-in structures are prohibited.
- 3.12. Exterior Unit Decorations.
- A. No ornaments, statuary or decorations are allowed, on or around the exterior of any Unit, including stick figures, statuary, ceramic figurines, lawn decorations, windmills, wood plaques and/or neon signs that are visible from the street, except as follows: Seasonal wreaths, lighting, decorations, etc. ("Holiday Decorations") are permitted, subject to the limitations set forth in these Rules and Regulations, but shall not be erected or visible on the exterior of any Unit or be visible from the street five (5) weeks prior to the official holiday, and shall be removed within four (4) weeks after the official holiday. Any damage to the Unit as a result of attaching any such decorations is the responsibility of the Unit Owner.
 - B. Decorations for birthdays or birth announcements are permitted, subject to the restrictions set forth in these Rules and Regulations. Any such decorations shall not be displayed or be visible on the exterior of any Unit, or visible from the street more than seven (7) days prior to the actual birthday or birth (the "Event") and shall be removed from the Property no later than seven (7) days after the Event."
 - C. No permitted exterior decorations shall be installed with any screws, hooks, nails or any mounting device or apparatus that penetrates any exterior surface of the Unit, or in any way damages or defaces the exterior of the Unit.
 - D. Permitted decorations shall not in any way and/or manner block and/or impede access to any Unit.
 - E. Permitted decorations shall not contain any derogatory or profane language or pornographic or lewd images, as determined at the sole discretion and authority of the Association.
 - F. The Association reserves the sole right and authority to remove any and all decorations in violation of any provisions of these Rules and Regulations and charge back to the Unit Owner, the cost of any such removal.
- 3.13. Sporting Equipment. Any permanently installed sporting equipment is prohibited.

3.14. Portable Sporting/Recreational Equipment. Portable sporting equipment is permitted provided it is removed and stored inside the Unit after use, each day. Portable sporting/recreational equipment is not permitted on any landscaped areas at any time. Small children's pools of dimensions no larger than 6' by 6' and with a depth of not more than 13 inches are permitted on Patios only. Children's pools must be removed and stored within the Unit after use, each day, at all times throughout the year.

The Association reserves the sole right and authority to disallow and/or remove any of the referenced equipment in the event such items are unsightly, a nuisance, impede Association contractors and/or such items are in violation of these Rules and Regulations.

3.15. Flags. Two flag brackets shall be permitted per Unit. Vertical flagpoles are prohibited. No flag shall exceed the size 60" x 48", and no flagstaff shall exceed 5 feet. The flag brackets shall be mounted on the fencing areas on the top of the garage. The flag bracket shall be an upward angled bracket with an angle of approximately 45 to 60 degrees from vertical and shall be white or silver in color. Only two flags per Unit may be displayed at any time, one on each side of the garage door frame, as specified herein. The Association reserves the sole right and authority to deny and/or remove any obscene flag.

3.16. Exterior Light Fixtures.

- A. Only white or clear light bulbs are permitted in front fixtures, except during permitted holiday periods, pursuant to Chapter 3, Section 12 of these Rules and Regulations.
- B. Only white or clear light bulbs are permitted in rear fixtures, except during permitted holiday periods, pursuant to Chapter 3, Section 12 of these Rules and Regulations.

3.17. Bug Zappers. Electric insect repellent devices are prohibited.

3.18. Exterior Garden Hoses.

- A. All exterior garden hoses shall be coiled and stored flush against the exterior surface of the Unit, adjacent to faucet when not in use.
- B. Exterior garden hoses are only allowed between April 1st and December 15th of each calendar year. Exterior garden hoses shall be stored inside the Unit at all other times during each calendar year.
- C. No exterior garden hose shall be left lying on any turf, landscaped areas, driveway and/or sidewalk, when not in use.

3.19. Central Air Conditioners. Unit Owners shall obtain prior written consent from the Association before installing or replacing central air conditioning equipment, if new equipment is more than 20% larger in size than existing equipment.

3.20. Planters. Planters containing flowers or flowering plants will be allowed. Planters must be free standing and may not be hung on or from any balconies or attached in any way to the exterior of the Unit except in the courtyard area and the height shall not exceed 30 inches. Planters may be located on the stoop, steps or patio of the Unit, on the inside area of a balcony. Planters may not block or impede access to any Unit. The Association reserves the sole right and authority to disallow and/or remove any planters that do not meet the above requirements.

3.21. Pools. Temporary or permanent pools are prohibited on the exterior of any Unit, except for small children's pools as referenced in Chapter 3, Section 3.14, of these Rules and Regulations.

3.22. Exterior Whirlpools. Jacuzzis and/or Spas (hereinafter "Spas"). Self-contained, portable Spas are permitted per the terms and conditions of this section. Any Unit Owner wishing to

install any such Spa, must make application to the Association prior to any such installation. The application will include an indemnification of the Association for any and all liability resulting from the Spa. Along with any application, the Unit Owner must supply the Association with evidence that the Unit Owner has obtained a minimum of \$2,000,000.00 in the form of an umbrella liability insurance policy naming the Association as an additional insured. Any such Spa shall not have outside dimensions exceeding 8' by 8'. Any such Spa can only be located on the Patio. Any such Spa must have a hard framed, locking cover, which must be placed over the Spa and locked, when not in use. Any and all electrical work that may be required shall be performed by a licensed electrician, whose name shall be included on the application. Applications can be obtained from the Manager.

- 3.23. Unit Window Treatments. Prohibited window treatments include bed linen, towels, newspapers, blankets, cardboard, tablecloths, paper, paint, tarps and/or plastic bags.

Chapter 4

Assessment Policy

Section:

- 4.1. General. The Association is funded entirely by assessments paid by each member. The assessments are to be paid by the first of each month. Payment should be made by sending in your check payable to Dominion Patio Homes Condominium Association No. 1-A, to the address provided to you by the Association. Please use the payment coupons provided to you. If you do not receive payment coupons, please contact the Management Company
- 4.2. Delinquency. Any assessment not paid by the first of each month.
- 4.3. Late Charge. A late charge of \$25.00 per month shall be charged if payment is not received on or before the fifteenth (15th) of each month.
- 4.4. Legal Proceedings.
- A. Any and all costs incurred in dealing with and researching accountings for or collecting delinquent assessments from the responsible Owner shall be charged to and shall be paid by the responsible delinquent Owner. This includes all attorney's fees, tract book search costs, lien filing fees, skip tracer fees and any other costs or expenses incurred by the Association with respect to contacting and/or consulting with such attorney, whether the contact is between the Association and attorney, the Owner and attorney or an Owner representative (attorney) and the attorney; whether by telephone or written correspondence, court costs, etc., and any and all management consultation or other costs. All costs will be billed to and paid by the Owner.
 - B. The Association shall attempt to collect all costs identified in Paragraph (a) as a part of the particular collection action initiated by the Association and/or the attorney. However, it is possible that the Association may collect less than all amounts billed and due, or that additional costs and expenses will be billed and/or incurred after payment, either as a result of the Owner's actions or otherwise. The delinquent Owner is fully responsible for all such additional costs and expenses which shall be billed to the Owner's Account and shall thereafter be payable in the same manner as other assessments or expenses. If such amount is not paid, additional late fees and charges will be incurred by the Owner as a result of that delinquency. Furthermore, the Association may pursue recovery of these amounts, if delinquent, in the same fashion as all other delinquencies. Any further separate or special assessments for damage to the Common Area or for repairs chargeable to a specific Owner or any non-recurring common expenses are also subject to these Rules and Regulations.

- 4.5. Rule Violation-Penalties/Fines. Any penalties levied by the Board for Association rule violations, which are not paid within thirty (30) days of the notification of the Board's decision shall be deemed delinquent and subject to the above assessment enforcement procedures, become an addition to the assessment and subject to the "Late Charge" described herein.
- 4.6. Special Assessments. From time to time, the Association may levy a special assessment. All the assessment and enforcement procedures of this Chapter 4, apply to special assessments.
- 4.7. Revocation of Privileges. A Unit Owner may not run for election to the Board of Directors in the event he/she is more than sixty (60) days delinquent in paying any and all assessments and/or fines due to the Association and/or if the Unit Owner is in legal collection by the Association.

Chapter 5

Enforcement of Rules and Regulations

Section:

- 5.1. Declaration Provisions. The Association, or any Unit Owner, shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration, By-Laws and Rules and Regulations. Failure by the Association or by any Unit Owner to enforce any Covenant, Restriction, By-Law or Rules and Regulations contained therein shall in no event be deemed a waiver of the right to do so thereafter.
- 5.2. Fine System. Violation of any Covenant, Condition, Restriction of the Declarations, By-Laws and/or Rules and Regulations shall be subject to penalties set forth in these Rules and Regulations, not to exceed \$150.00 per violation and revocation of privileges until said penalty is paid and the violation fully corrected. Fines for violations shall be assessed to the Unit Owner's account upon notice of violation being sent to the respective Unit Owner. All notices citing violations of the Declarations, By-Laws and/or the Rules and Regulations shall be delivered within a reasonable amount of time after the discovery of such violation.
- 5.3. Procedural Rules for Violation Enforcement. Fines and/or penalties may be assessed upon notice of violation. Excepting for repairs, replacements, removals, towing of vehicles, matters of safety, other charge backs to Unit Owners, repeat violators, non-compliance with first warning/violation letters and serious violations of the Declarations, By-Laws and/or the Rules and Regulations contained herein, the Board of Directors will attempt not to penalize/fine a first time violator, but rather, issue only a warning violation letter to the violator. However, the Board of Directors reserves the sole right and authority to penalize/fine any first time violator if in the Board's sole discretion, they believe such action is warranted. Upon receipt of the notice of violation, containing any penalties and/or fines, the Unit Owner shall have the right to request a hearing on the violation being cited in such notice of violation. Upon receipt of such request for hearing from the Unit Owner, said penalty/fines shall remain on the Unit Owner's account until the Board of Directors has made a determination under this Chapter. Upon receipt of a request for a hearing under the Rules and Regulations herein, the following procedure shall be followed:
 - A. Hearing. A hearing on the violation in question shall be scheduled for the next available meeting of the Board of Directors and notice of such hearing shall be delivered by personal service or by the United States Postal Service to the Unit Owner requesting such hearing.
 - B. Hearing Body. The Board of Directors shall hear all violation complaints and shall have full and sole discretion over the determination of violation(s) and the assessment of any and all fines and/or penalties.

C. Continuances. One continuance shall be granted for cause and each party to a hearing shall be allowed one continuance without cause. Cause is defined as:

1. Party and/or witness out of town.
2. Party and/or witness are ill.
3. Death in immediate family of party and/or witness.

The Board of Directors or the Manager must receive requests for continuances no less than three (3) days before any such hearing date.

D. Final Determination. Upon a determination that the violation existed at the time of the notice and is valid, all penalties and/or fines shall become immediately due and payable to the Association. All determinations of and/or by the Board of Directors are final.

E. Vote Required for Findings.

1. Violation. To make a finding that a violation has occurred, a simple majority vote (51 %) of the Board present at a hearing, where a quorum is present, shall be required.
2. Penalty. To determine and/or affirm the penalty after a finding that a violation has occurred shall require a simple majority vote (51 %) of the board present at a hearing, where a quorum is present.

F. Warning and Fine Schedule. The following applies to individual violation infractions.

- 1st Violation: Warning letter delivered personally to the member or via certified mail return receipt requested.
2 weeks provided to comply.
- 2nd Violation: \$50.00 fine letter delivered personally to the member or via certified mail return receipt requested.
2 weeks provided to comply.
- 3rd Violation: \$150.00 fine letter delivered personally to the member or via certified mail return receipt requested.
2 weeks provided to comply.
- 4th Violation: Association will initiate litigation.

G. Enforcement Options. The assessment of a fine and/or penalty shall not limit the Association from pursuing any other legal remedy in law and/or equity, including the following actions:

1. Lien.
2. Legal Proceedings.
3. Self Help. Notwithstanding anything to the contrary, the Association may physically take action to remove architectural, landscape and/or appearance violations, etc. if the Unit Owner has failed to do so within the time granted by the Association. All costs related to such Association action shall be back charged to the Owner and shall be added to any penalties already assessed and shall be subject to the enforcement provisions stated in the Declarations and these Rules and Regulations.

H. Complaints.

1. Unit Owners may file complaints.
2. Board Members may file complaints, but the Board Member filing the Complaint shall not take part in the decision
3. The Manager may file complaints.

Chapter 6

Garbage Collection

Section:

- 6.1. Collection. Garbage collection is generally scheduled for Tuesday of each week, excepting for certain Holiday weeks, when collection will generally be made one day later. All garbage shall be placed in heavy-duty plastic bags sealed at the top, and/or in City of Wood Dale approved garbage containers, in conformity with City ordinance. Items that do not fit in such bags or containers must be neatly stacked and secured so they do not blow away. All garbage must be placed on the street edge (not in the street) of the Unit Owner's driveway.
- 6.2. Restrictions. Under normal, dry weather conditions, garbage shall not be placed outside the Unit for pick-up prior to 6:00 P.M., on the day prior to the day of collection. In the event of storms (rain and/or snow) and/or high winds (gusts of 20 mph or greater), on the evening prior to collection, garbage and/or recycling shall not be placed outside the Unit for pick-up prior to 5:00 A.M. on the day of collection.
- 6.3. Special Pick-Up. If you have very large items such as discarded appliances or building materials for garbage collection, you may require a special pick-up. Pick up arrangements must be made prior to putting out such items.
- 6.4. Container Storage. Garbage, garbage containers and/or recycling containers shall not be stored anywhere outside of a Unit during non-collection hours, as referenced in this Section 6 and Subsections there under. All garbage containers shall be placed within a Unit no later than 11:00 P.M. on the day of collection.
- 6.5. Container Markings. All garbage containers and recycling containers shall be clearly marked with the Unit Owner's address. The Association may discard any and all garbage and/or recycling containers found in any Common Areas, which are not clearly marked.

Chapter 7

Insurance

Section:

- 7.1. Units. The Association shall obtain and maintain a policy or policies of insurance covering the Units (not including the contents, alterations and additions to the Unit), subject to casualty contained in an "all risk" form insurance policy in an amount equal to 100% of the insurable replacement cost thereof, without depreciation and with an agreed amount endorsement. Unit Owners are responsible for deductibles and any flood insurance as may be required by mortgages.
- 7.2. Unit Owners Insurance. Each Unit Owner shall maintain at his/her own expense such insurance coverage, as required by the Association. Contact your own insurance agent or broker. A policy generally providing, property insurance for your contents and liability insurance for your negligent acts. Be sure to request an endorsement for additions and betterments to your Unit and Common Elements, as well "as some structural coverage to cover losses that may not exceed the Association deductible.
- 7.3. Common Elements. The Association provides insurance on the Common Elements in the form of:
 - A. Property Coverage
 - B. Comprehensive General Liability Coverage
 - C. Directors and Officers Liability Coverage

Adopted April 11th 2005

- D. Workers Compensation Coverage
- E. Fidelity Coverage

Chapter 8

Limitations. Use and Occupancy Restrictions

Section:

8.1. Animals.

- A. No animals, livestock or poultry of any kind shall be raised, bred, or kept in, on or around any Unit except for dogs and cats and other animals defined by custom and practice to be household pets in the Chicagoland area. Due to the nature of this community and the limitations within each Unit, the maximum number of cats or dogs allowed in any Unit shall be limited to three (3) cats or three (3) dogs, or any combination thereof totaling three (3).
- B. All pet owners are responsible for immediately cleaning up after their pets on the Common Elements. All pet owners shall comply with all city ordinances pertaining to pets. No dog stakes or posts shall be placed in or on the Common area. Notwithstanding the aforementioned, a dog stake or post is permitted within a Courtyard installed securely in the ground.
- C. All animals shall be leashed when not within a Unit or gated Courtyard.
- D. All pet owners are responsible for damage caused by their pets.
- E. Attendants and/or Owners of pets must maintain control of the pets at all times so as not to create a nuisance, an unreasonable disturbance, or to damage Association property.
- F. When walking pets on the Common Elements, all pets are required to be kept on a leash only, and not allowed to roam throughout any Common Elements. In addition, the pet owner must pick up after his/her pet immediately when walking within the Common Elements.

8.2. Nuisances. No nuisance's shall be permitted. Nuisance's shall be defined as any activity which unreasonably disturbs the peaceful enjoyment of the Units or Common Elements; or affects the health or safety or welfare of the Occupants, or other Unit Owners or Property, or detracts or threatens to detract from the property values of the Units or Common Elements.

8.3. Commercial Activities. No commercial activities of any kind, unless otherwise provided by the Declarations or Rules and Regulations, shall be conducted in any Unit or on the Property by Unit Owners or Occupants.

8.4. Easements. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction in the flow of drainage, or obstruct or retard the flow of water through drainage channels.

8.5. Garages.

- A. No car engines may be left running in garages;
- B. No barbecuing is allowed in garages;
- C. Hazardous materials, items that create harmful or offensive fumes, and materials that create a danger of fire or explosion are prohibited.
- D. Garage doors must be kept closed except for entrance and exit or for limited time during the performance of small household projects.

- 8.6. Auto Repairs. Unit Owners or occupants are restricted to repairing only their own vehicles. All repairs shall be restricted to the garage of said Unit.
- 8.7. Abandoned Vehicles. A vehicle shall be deemed abandoned if:
- A. It is in a state of disrepair rendering it incapable of being driven in its present condition; or
 - B. It has not been used or moved for seven (7) consecutive days or more and is apparently deserted; or
 - C. It does not have a current, valid vehicle license plate; or
 - D. The acts of the owner and condition of the vehicle clearly indicate it has been abandoned.
 - E. Any vehicle that is abandoned may be removed by the Association without notice to the owner of said vehicle and at the vehicle owner's expense.
- 8.8. Lawn Furniture. Lawn furniture shall not be left out overnight on any turf and/or landscaped area.
- 8.9. Patio/Courtyard Storage. Only lawn furniture, grills, planters and/or children's recreational items may be stored on the patio and/or courtyard between December 2nd of the current calendar year and March 31st of the following calendar year. All items are to be neatly stored and secured, as to not be blown off the respective patio/courtyard. Any and all items found by the Association on any of the other Common Elements may be discarded by the Association.
- 8.10. Laundry/Clothes Lines/Balconies. No laundry and/or clotheslines shall be placed on the exterior of any Unit or on the Common Elements. Hanging or placing any items over the railings of any balcony or attaching any items to the railings or supporting elements of any balcony at any time is prohibited, except for holiday decorations, pursuant to Chapter 3, Section 3.12, of these Rules and Regulations. In addition, hanging or attaching items to the underside or the supporting elements of any balcony is prohibited, except for holiday decorations, pursuant to Chapter 3, Section 3.12.
- 8.11. Recreational Vehicles. Use and/or storage of recreational vehicles outside of a Unit, including boats, trailers, campers, snowmobiles, dirt-bikes, mini-bikes, ATV's and go-carts, is prohibited.
- 8.12. Storage Sheds/Doghouses. Storage sheds and/or doghouses or dog runs are prohibited on the Property.
- 8.13. Prohibited Uses of Units for Insurance Purposes. Nothing shall be done or kept in any Unit or on the Common Elements serving the Units that will increase the rate of insurance on the Building and/or the contents thereof without the prior written consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or on the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No waste shall be committed on the Common Elements.
- 8.14. Interference with Association Contractors, Workmen or Employees. At no time shall any Unit Owner interfere or attempt to interfere, direct, instruct or harass any contractor, workmen or employees employed by the Association. The Association reserves the right to assess penalties and/or take appropriate legal action against any Unit Owner involved in any of the above referenced conduct. Concerns or complaints regarding work being done by contractors, workmen or employees of the Association shall be directed to only the Manager or the Board of Directors.

In addition, the Association will 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.

Chapter 9

Maintenance

Section:

- 9.1. Common Elements. The Association will maintain, repair and/or replace the Common Elements as needed at the sole determination of the Association. The Association shall maintain at its expense, the private drives, sidewalks, and the balconies installed by the Developer as part of the initial development. The Association may also maintain, repair or replace subject to the right of the Association to do so and back charge the Units benefited the following:
- A. All doors and their component parts, including garage door;
 - B. All windows and their component parts;
 - C. Patios.
- 9.2. Landscaping. The Association shall maintain all landscaping on the Common Elements. The Association maintenance does not include a duty to water. Unit Owners are responsible for sufficiently watering, as determined in the sole discretion and authority by the Board of Directors, all landscaping adjacent to and/or surrounding their Units. In addition, should landscaping die as a result of negligence by the Unit Owner, the Unit Owner shall be responsible for any and all replacement. In the event the dead landscaping is not replaced after notice from the Association, the Association may replace such dead landscaping and back charge the Owner for any and all costs. The Board of Directors reserves the sole right and authority to issue supplemental and more detailed rules, in addition to those contained herein, on the Unit Owners' watering responsibilities.
- 9.3. Units. The Unit Owner is responsible for the interior maintenance, repair and replacement of the Unit, including all windows and doors.
- 9.4. Maintenance Responsibility Index.

The following is a quick index to determine maintenance responsibility:

Siding/Brick	Association	
Fascia/Soffits/Trim	Association	
Windows		Unit Owner
Garage door and all associated components		Unit Owner
All other doors and associated components		Unit Owner
Door Bells		Unit Owner
Cement walks/stoops/stairs	Association	
Patios		Unit Owner
Driveways and Parking Lots	Association	
Foundation Walls	Association	
Foundation Floor	Association	
Utility lines/pipes, etc. that serve more than one Unit	Association	
Exterior Light Fixtures and Bulbs		Unit Owner
Address Numbers		Unit Owner
Mailbox		Unit Owner

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Interior structural members serving more than one Unit	Association	
Lawn (excluding watering)	Association	
Shrubs and Trees (excluding watering)		Unit Owner
Appliances		Unit Owner
Plumbing and Electrical Fixtures		Unit Owner
Sump/Ejector Pump and Pit		Unit Owner
Interior Decorating		Unit Owner
Interior walls, floors, ceilings		Unit Owner
Snow Removal	Association	

Chapter 10

Parking

Section:

- 10.1. Declaration Provisions. Each Unit Owner has been provided with four (4) total parking spaces, with two (2) in his/her garage and two (2) on his/her driveway.
- 10.2. Disabled & Abandoned Vehicles. Disabled and/or abandoned vehicles are prohibited from being parked or stored on the Common Element, excepting disabled vehicles parked wholly within the garage of a Unit.
- 10.3. Parking Regulations. All Unit Owners and Occupants shall comply with all City ordinances and State laws and all posted or marked traffic signs or symbols, as well as, all notices distributed by the Association via the newsletter or otherwise.
- 10.4. Driveways. Parking of any vehicle in any manner that obstructs and/or impedes access to any driveway, street, sidewalk and/or Unit is prohibited. Vehicles obstructing and/or impeding access to driveways or any vehicles parked on and/or blocking the public sidewalk are subject to being towed at the vehicle owner's expense.
- 10.5. Heavy Vehicles. All vehicles with a gross weight in excess of 8,000 lbs. are prohibited from parking or being stored on the Property.
- 10.6. Moving Vehicles. The Association shall permit certain hired, rented and/or borrowed trucks and/or vans being utilized for the sole purpose of moving a Unit Owner or Occupant in or out of a Unit. Such moving vehicles shall be allowed on the Association streets ONLY during loading or unloading, and are prohibited from being parked on the driveways or overflow parking areas at any time, without the prior written consent of the Association.
- 10.7. Commercial & Recreational Vehicles. No commercial vehicles, busses, trucks (other than so called trucks commonly used in lieu of personal automobiles) limousines, boats, trailers or any other vehicles considered to be recreational vehicles shall be parked or stored on the Common Elements, any Common Parking Areas and/or on Unit driveways. This includes the prohibition of utilizing any street by a go-cart, ATV and/or any other motorized mode of transportation which is banned from street use by City of Wood Dale ordinance. Vehicles in violation of this section are subject to being towed at the vehicle owner's expense. "Commercial Vehicles" are defined as any vehicle that displays any logos, signs or advertising of a business and/or contains any exterior, specialized equipment and/or attachments for use in a commercial enterprise.
- 10.8. Parking Violations. Vehicles found to be in violation of any of these parking rules may be removed by the Association at the Owner's expense. In addition, the Association reserves the right to assess fines and/or penalties against the Unit Owner for any violation of the above parking rules by the Unit Owner or family members, tenants, guests or invitees.

Adopted April 11th 2005

Chapter 11

Sales and Leases

Section:

- 11.1. Sales or Transfer of Unit Ownership. Prior to an assessment letter being issued, the Board of Directors or Manager shall inspect the Unit and Common Elements adjacent to the Unit to ensure compliance with the Declaration and Rules and Regulations. If the Board of Directors or Manager finds the Unit and Common Elements adjacent to the Unit are not in compliance with the Declaration and Rules and Regulations, the Board of Directors or Manager shall notify the Unit Owner to bring the Unit and Common Elements adjacent to the Unit into compliance with the Declaration and Rules and Regulations prior to the issuance of an Assessment Letter. All Unit Owners must notify the Board of Directors or Manager of their intent to sell or transfer, upon the execution by the Unit Owner of an agreement or contract to sell or transfer the Unit. The Association will provide the Unit Owner with an assessment letter at Unit Owner's expense, should one be required.
- 11.2. Multiple Units. No Owner shall own more than one Unit at a time.
- 11.3. Leasing. Any current Unit Owner may lease his/her Unit.
- A. All leases must be made expressly subject to the Declarations, By-Laws and the Rules and Regulations.
 - B. No lease shall be less than one (1) year in length.
 - C. No Unit shall be leased for transient or hotel purposes.
 - D. No Owner shall lease less than the entire Unit.

Unit Owners shall be required to promptly notify the Association (through the Manager) of their intent to lease the Unit and provide the Association with the full name(s) of the tenant(s), a copy of the executed lease, and other information as may be required by the Association from time to time.

All Unit Owners who do not reside in the Unit owned by them will provide the Manager with their permanent residence address and residence and work telephone numbers where they can be contacted in the event of an emergency. Any and all expenses incurred in locating the Unit Owner who fails to provide such information will be assessed to the Unit Owner. Unless otherwise provided by law, any Unit Owner who fails to provide the referenced information to the Manager will be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Association will not be liable for any loss, damage, injury and/or prejudice to the rights of any such Unit Owner caused by any and all delays in receiving notice resulting there from.

Notwithstanding the existence of a lease, the Unit Owner shall remain responsible to the Association for any violations of the Declaration, By-Laws and/or these Rules and Regulations by his/her tenant.

- 11.4. Service Charge. The Association reserves the right to charge Unit Owners a processing fee for all sales, leases and requests for refinancing, which is subject to change without notice at any time.

Chapter 12

Unit Owner Hints

Section:

- 12.1. Drainage. Do not block downspouts and/or any swales to impede drainage to the Property.
- 12.2. Frozen Pipes. On bitterly cold days, frozen pipes could be a problem. Be sure to keep the thermostat set at a reasonable temperature; open cabinets to allow air to circulate around pipes; keep water dripping slightly through all faucets and be sure to disconnect all hoses before the first frost. If you are going on a vacation in the winter, contact a licensed plumber on how to winterize your pipes. Further, Unit Owners are responsible for their garden hoses and any garden hose holders.
- 12.3. Sump Pumps. If a cluster contains a sump pump to eject drain tile water that serves more than one Unit, the Owner of a Unit containing such a pump is required to notify the Association pertaining to any problem in respect to said pump. Further, said Unit Owner shall cooperate with the Association in regard to access to said pump for any reason.
- 12.4. Humidifier Use. Those Unit Owners who use humidifiers may cause severe damage to their Units if they set the humidity level too high in cold weather. Be sure to follow operator instructions carefully. Over humidification can cause condensation that may appear to be a roof leak or pipe leak due to the large volume of water condensed. It can cause damage to drywall, as well as roof under-sheeting that can cause the premature failure of your roof. If you have a humidifier, it might be wise to inspect your attic to see that no ice or condensation is forming on the under-sheeting.
- 12.5. Tee Dams. Leaks in the wintertime may be caused by what are called "ice dams." Ice dams occur when ice and snow build up in the gutters or on any horizontal surface and the escaping warmth from your home causes the build up to melt and leak inside. Because ice dams travel upwards, and your home is designed only to shed water in a downward direction, ice dams are difficult to prevent.
- 12.6. Warranties. Be sure to keep all manufacturer and builder warranties in a safe location. Make sure you preserve your warranty rights by giving proper notice when problems first arise.
- 12.7. Storm Doors. In order to avoid extreme heat build-up, which may cause damage to door moldings and/or inserts, Unit Owners should remove glass panes and insert screens in early spring. Unit Owners are responsible for door moldings or insert damage.

Disclaimer:

The above information is offered for informational purposes only. The Association, its agents and employees disclaim all liability for any and all claims, which result from following or not following any of the hints contained herein.

Chapter 13

Satellite Dishes

Whereas, the Association is bound by a set of recorded Declarations, By-Laws and adopted Rules and Regulations; and

Whereas, the Federal government has enacted the Telecommunications Act administered by the Federal Communications Commission (FCC); and

Adopted April 11th 2005

Whereas, the FCC has promulgated regulations preempting certain restrictive provisions of all homeowner associations; and

Whereas, the Association desires to comply with all relevant FCC regulations;

Now, therefore, the following rules shall apply to satellite dishes covered by the FCC regulations, in the interest of promoting the safety and welfare of the Association.

- 13.1 Installation. Any Unit Owner may install a satellite dish at his/her own expense, which complies with FCC regulations and is installed in a safe and proper manner. If a professional installer is utilized, the installer must be insured and bonded.
- 13.2. Hold Harmless Agreement. Any Unit Owner installing a satellite dish must execute a "Hold Harmless Agreement," which requires the Unit Owner to identify and defend the Association in the event there is any harm to any person and/or property resulting from the installation, maintenance, removal and/or use of the satellite dish. The "Hold Harmless Agreement" must be executed prior to any installation and is available from the Manager.
- 13.3. Location. The satellite dish, wiring and/or any and all other apparatus used to install the satellite dish shall not be located or attached to the roof. Any apparatus which extends onto any of the Common Elements may be removed by the Association, at the Unit Owner's expense. The Association Manager is available to assist Unit Owners with determining a suitable location for any satellite dish installation.

The preferred locations of a satellite dish are as follows, in order of preference:

- A) Patio or Balcony.
 - B) In the rear of a planting bed, mounted on a timber.
 - C) Mounted on the cedar wood trim of the respective Unit.
 - D) Mounted on the chimney of the respective Unit.
- 13.4. Size and Color. Only commonly sized satellite dishes of 18 inches in diameter or less are permitted. Satellite dishes are to be of a neutral color, such as gray, beige, black or white.
 - 13.5. Safety.
 1. Device shall be installed in accordance with, and comply with all local codes, ordinances, laws, regulations and/or industry standards.
 2. All energy required to operate any device shall be at the sole expense of the respective Unit Owner.
 3. All devices should exhibit an Underwriters Laboratory (UL) or equivalent label.
 - 13.6. Removal. In the event the device is removed, the Unit Owner shall restore the premises to the condition it was in prior to the installation, normal wear excepted, at the Unit Owner's sole cost and expense.
 - 13.7. Severability. In the event any specific provision contained under this Chapter 13 is found to be unenforceable, all other provisions shall remain in full force and effect.

Chapter 14

Contact with Contractors, Vendors, Attorneys, Accountants or Others

Because authority has been vested in the Board of Directors, and to eliminate the possibility of misunderstanding or litigation and unnecessary cost, members of the Association are not to contact or communicate directly with any contractors or vendors for the Association or their employees unless instructed, advised or agreed to by the Association in writing. Members are not to contact or communicate with the Association attorney, accountant or other professionals except where asked to respond or on behalf of the Association and then only as directed by the Board. Any costs or expenses incurred by the Association as a result of any such unauthorized contact shall be charged to the Owner and will be added to and become a part of his assessments and shall be payable in the same manner as all other expenses.

NOTICE OF VIOLATION AND HEARING
Dominion Patio Homes Condominium Association No 1-A

Sent by certified mail, return receipt requested and first class U.S. mail

DATE OF NOTICE: _____

OWNERS/OCCUPANTS
AND UNIT ADDRESS: _____

Pursuant to Section 18.4(I) of the Illinois Condominium Property Act (the "Act"), you are hereby notified that on _____, at _____M., at _____ located at _____, Illinois, the Board of Managers of the Dominion Patio Homes Condominium Association 1-A shall convene for the purpose of conducting an informal hearing regarding your alleged violation of the Act, the Declaration, and/or the Rules and Regulations.

It has specifically alleged that you have engaged in the following conduct:

If verified, the alleged conduct would be in violation of:

You are strongly encouraged to attend the above-mentioned hearing. The hearing will provide you with the opportunity to address the allegations that have been made against you and to explain any relevant circumstances which may exist. Should the Board conclude that there has been a violation, the Association may take further action against you as authorized by the Illinois Condominium Property Act and/or other applicable law, the Declaration and/or Rules and Regulations, including the imposition of fines and/or the initiation of proceedings seeking eviction and/or injunctive relief. Furthermore, if the Board finds that there has been a violation, any and all expenses incurred by the Association in connection with the violation may be assessed against the Unit Owner's account.

Board of Directors

Adopted April 11th 2005

NOTICE OF VIOLATION DETERMINATION
Dominion Patio Homes Condominium Association No 1-A

DATE: _____

OWNERS/OCCUPANTS
AND UNIT ADDRESS: _____

On the ____ day of _____, 20__, you were notified of violation of the Declaration or Rules and Regulations of the Association.

Pursuant to the Association Rules and Regulations, a hearing was held regarding the aforementioned complaint. The Board of Directors, after considering the complaint, has taken the following action(s):

() The Board has determined that a violation of the Declaration or Rules and Regulations has occurred. Accordingly, costs and expenses of \$_____ have been assessed against your Unit.

() The Board has determined that a second or subsequent violation has occurred. We have elected to (waive / exercise) our right to instruct the Association's attorney to inform you that legal proceedings will be instituted if further violations occur.

() As a result of a second or subsequent violation, legal fees in the amount of \$_____ have been incurred by the Association, and pursuant to provisions in the Declaration, these expenses have been assessed against your Unit.

() The costs, as determined by the Board, for repair of damage to the Common Elements is \$_____.

() The Board has determined that no offense has been committed.

Board of Directors

Signature

Title

Date

ARCHITECTURAL CHANGE – GAS LINE HOLD HARMLESS AGREEMENT
Dominion Patio Homes Condominium Association No 1-A

DATE: _____

OWNERS/OCCUPANTS
AND UNIT ADDRESS: _____

Installation of Gas Line Affidavit of Owner(s)

The undersigned hereby agrees as follows:

We hereby agree to comply with the Dominion Patio Homes Condominium Association No 1-A, the Village of Wood Dale and all other governing agents with the installation of utilities.

1. We hereby agree to defend, indemnify and hold harmless the Association, its Association member owners, members of the Board, and managing agent from all loss, damage, liability, judgments, court costs, attorney's fees, interest, and costs arising out of our gas line installation.
2. We hereby understand and agree that we are responsible for future maintenance of the gas line and in the event the gas line interferes with any maintenance responsibility of the Association, we agree to cooperate, at our expense, in relocating or temporarily removing the gas line during the Association's maintenance responsibility to the building.
3. We hereby understand that failure to comply with requirements of the Village of Wood Dale or this hold harmless agreement may result in the revocation of the approval of our gas line installation. We understand that if removal of the gas line and restoration of the Association property to a condition that existed immediately before approval of the same, will be at our (Unit Owner) expense.
4. We hereby agree and understand that this hold harmless agreement shall be binding upon all successors, heirs, assignees and transferee of our property. We agree to inform any prospective buyers of our property of the terms and conditions contained in this agreement.

Signature

Title

Date

SATELLITE DISH APPLICATION
Dominion Patio Homes Condominium Association No 1-A

Name(s) of Unit Owners:

Unit Address:

Home Telephone: _____

Work Telephone: _____

I/We understand the rules concerning the proposed improvement. I/We agree to abide by the rules set forth by the Association regarding Satellite Dishes.

Signature

Installation Company Signature

Title

Title

Date

Date

Please provide Contractor's license number and Certificate of Insurance.

Approved By Signature

Title

Date

ARCHITECTURAL/LANDSCAPE IMPROVEMENT APPLICATION
Dominion Patio Homes Condominium Association No 1-A

Name(s) of Unit Owners:

Unit Address:

Home Telephone: _____

Work Telephone: _____

Nature of improvement: _____

Detailed plans and specifications of all improvements/changes must be submitted and attached to this application to show locations and dimensions of all proposed alterations.

Submit your installers Certificate of Insurance showing liability coverage, Workers Compensation, and naming the Dominion Patio Homes Condominium Association No 1-A and Williamson Management, Inc. as additional insured's, along with this application.

We the undersigned do hereby understand that we must receive prior written authorization from the Board of Directors before any work is started. We agree to abide by the decision set forth by the Board of Directors and will be solely liable and responsible for the upkeep and maintenance of this improvement.

Signature

Contractor Signature

Title

Title

Date

Date

Application received on: _____

Approved / Disapproved and reason(s): _____

Signature

Title

Date

Adopted April 11th 2005

OWNER INFORMATION FORM
Dominion Patio Homes Condominium Association No 1-A

Name(s) of Unit Owners:

Unit Address:

Home Telephone: _____ Work Telephone: _____

Does the owner live in the unit? Yes _____ No _____

If unit is rented, please list Owner's off-property address and telephone numbers (home and work):

_____ Home # _____
_____ Work # _____

If unit is rented, list all occupants' names and contact numbers: (Use back of form if necessary)

Name _____ Telephone # _____

Name _____ Telephone # _____

List all pets kept in the unit (no more than three pets per unit are permitted)

Type _____
Name _____

Type _____
Name _____

Type _____
Name _____

List all vehicles belonging to residents of unit: (Use back of form if necessary)

Type/Style _____ Color _____ License # _____

Type/Style _____ Color _____ License # _____

Unit Owner Signature _____

Unit Owner Signature _____

All Unit Owners must sign to acknowledge receipt of the Rules and Regulations of the Dominion Patio Homes
Condominium Association 1-A.

Adopted April 11th 2005