

**WHISPERING LAKE TOWNHOME
CONDOMINIUM ASSOCIATION**

RULES AND REGULATIONS

Established November 17th 1997

Amended: 03/25/2002

Amended: 07/22/2002

Amended: 06/05/2006

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MISSION STATEMENT

As members of the Association, all residents share a common interest in:

- Maintaining the appearance and general aesthetics of the property
- Living in harmony with respect for all residents of our community
- Maintaining full homeowner property values

To further that awareness, the enclosed rules will provide a framework enabling the Board and staff to operate the property in an efficient manner. It is the goal of the Association to provide a fair and equitable atmosphere for all residents.

Living in a shared-interest community is a cooperative venture in which the rights of one owner may have an impact on another, therefore making it necessary to have various rules, standards, and safeguards. Consideration for your fellow neighbors and the community as a whole are essential components of making Whispering Lake an enjoyable place to live.

A Rules and Regulations Committee has been established, consisting of one Board member and several volunteer residents, to assist with this task. The Board position will rotate each year. The committee will monitor ongoing townhome issues and confer with the board on a timely basis.

RESIDENT'S CODE OF CONDUCT

Resident's shall refrain from the use of profanity, taunting, stalking, repeated excessive phone calls and e-mails, disruptive behavior, abusive letter writing and violence.

Harassment:

Is defined as words, gestures, actions, which tend to annoy, alarm, or abuse another person.

Policy Statement:

Any resident or guest shall not verbally abuse whether by phone, e-mail, or any other form of communication, the property manager, board members, vendors, staff, and all persons in the community.

GENERAL PRINCIPLES

IN CONJUNCTION WITH THE RULES AND REGULATIONS SET FORTH BY THE DECLARATION FOR THE TOWNHOME CONDOMINIUM ASSOCIATION AND UMBRELLA ASSOCIATION THE FOLLOWING RULES HAVE BEEN ESTABLISHED BY THE BOARD OF DIRECTORS.

To clarify the boundaries of ownership, you have purchased a condominium, which includes the air space between the walls and ceilings of the dwelling unit, including the basement and attic. The exterior components of the dwelling unit such as the siding and roofing are owned and maintained by the Townhome Condominium Association. All other common areas surrounding the structures including but not limited to the Clubhouse, lawns, driveways, walkways, roads and open areas are controlled and are maintained by the Umbrella Association.

To provide for the orderly and proper administration and maintenance of the Common Area, and for the architectural control of the dwelling units, the Umbrella Association Board shall have the responsibility for administering and maintaining the Common Area and for providing certain services to each Residential Association and their members.

I. EXTERIOR ALTERATIONS

1. No alterations, additions or improvements shall be made to the Common Area without prior approval of the Umbrella Association Board.
2. Excluding garage door keypads, NOTHING else can be permanently affixed with nail, bolts, screws, etc. to the exterior of the unit. This includes but is not limited to plant hangers or hooks, Tiki torches, window boxes and bug lights.
3. Maintenance, repair and replacement of the sliding doors and windows are the responsibility of the unit owner. Replacement must be identical to the original product.
4. All repairs and replacements are to be of the highest quality and be done in a timely manner. These repairs shall be similar to the character of the construction that existed prior to the occasion that necessitated the repairs.
5. Nothing may be done in any unit which may impair the structural integrity of the building or which may change the appearance of the building or violate the existing building codes.
6. No graffiti or defacing of property or buildings with temporary or permanent media including but not limited to markers, crayons and paint.
7. The use of chalk on common area drives, walks or streets must be cleaned off at the end of the day.

A. SATELLITE DISHES

1. If a dish has to be installed on a common element structure in order to achieve a signal, a written plan is to be submitted prior to installation and approved by the Townhome Board that will specify the actual location of the dish. A non-refundable damage deposit of \$150.00 will be required before installation. Once installed, it will remain when the unit is sold, so long as all successor owner(s) execute the appropriate Hold Harmless Agreement and acknowledge responsibility of the satellite dish.
2. The damage waiver of \$150.00 will not be required if the satellite dish of 20" or less in diameter can be installed on the deck. All wires are to be secured and any holes made during the course of wiring are to be weatherproofed.
3. The Association has installed a master satellite system from Dish Network. Therefore no new satellite dishes will be permitted on any common element areas not within the owner's exclusive use and control except to the extent that the desired programming is not offered by Dish Network. In the event of such an exception, the following rules shall apply:
 - (a). Any owner interested in installing a satellite dish one meter or less in diameter should notify the Board and confirm proper installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the satellite dish.
 - (b). Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. The Board is requiring satellite dishes to be installed on the patio only. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish.

(c). No more than one (1) antenna of each provider may be installed.

(d). To protect the health, safety and welfare of the residents, all satellite dishes should be professionally installed. If the owner uses a professional installer, the unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. The use of any of Dish Network's property to establish a connection is prohibited.

(e). Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.

(f). The unit owner shall at all times keep the satellite dish in good repair. Failure to comply after five (5) days notice from the Board may result in the removal of the dish.

(g). Owners shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation or de-installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.

(h). The Owner hereby indemnifies and holds harmless the Board of Managers of the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish the owner must execute the attached Hold Harmless Agreement.

(i). Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance at owner's expense.

(j). All satellite dishes shall be constructed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations.

B. STORM DOORS

1. Owner-installed storm doors must be all white or white with brass trim. Owner installed kick plates on front doors are to be brass only.

C. EXTERIOR LIGHTING (Preinstalled)

1. No additional lighting is allowed on Common Areas, including but not limited to the walks or driveway.

2. Replacement of exterior light fixtures is the responsibility of the Association unless damaged by the unit owner. Notify the Association or managing agent of any breakage or malfunctions.

D. GARAGE DOORS and LIGHT FIXTURES

1. Each owner is responsible for replacing light bulbs in their garage light fixtures and for maintaining the sensor on the side of the garage that controls them.
2. The Association will conduct light bulb inspections on Sunday. Bulbs not changed by Monday evening will be replaced and the unit owner shall be assessed a fee of \$10.00 per bulb. Warnings will not be issued prior to changing.
3. Light bulbs are to be white in color at all times.
4. Use 60-watt bulbs only or equal to 60 watts in the case of a fluorescent bulb.
5. Bulbs that are not in compliance with rules 3 and 4 will be changed immediately and assessed at the same fee of \$10.00 per bulb.
6. If the bulb does not work due to an electrical or sensor problem, a verbal or written report must be filed with the management office and a time period of one week from the date of the report will be given in order to correct the problem.
7. Maintenance, repair and replacement of the garage door is the responsibility of the unit owner. In the case of replacement the new door must be identical to the original door. Dented doors are to be repaired in a timely manner.
8. Garage doors shall be kept closed completely overnight and when the resident is not at home.
9. No alteration of any sort is permitted to the exterior of the garage door for any reason.
10. Garage light fixtures must be visible from the street at all times. Plantings that interfere with this visibility must be pruned back or removed.

E. DECKS

1. Prior board approval is required to install a maximum of eight (8) Malibu lights on the inside of the deck under the patio handrail. Bulbs may not exceed 7 watts per fixture. No other lighting or fixtures are permitted other than those provided by the Association.
2. Extended patio space is for the sole use of barbequing and must be approved by the Umbrella Board prior to installation. Refer to Umbrella rules and regulations for specific guidelines.
3. Deck preservation and maintenance is the responsibility of the association.
4. Walls, mesh, screening, dividers or canopies of any kind shall not be erected to enclose any deck or patio furniture, nor may be so large as to block a neighbor's view.
5. Decks shall be kept free and clear of clutter. Decks shall not be used for storage, including but not limited to garden tools, laundry (clothing, clotheslines, blankets, swim suits, towels, etc.) bicycles or any other items which may detract from the general appearance.

6. All outdoor cooking is restricted to the decks or brick patios only. Grills are not permitted to stand directly on the grass or window well covers.
7. Due to insurance liability, charcoal (non-gas) grilling is not allowed on the decks and must be restricted to brick patios only.

F. GENERAL LANDSCAPING

1. The Umbrella Association has granted easement to use the area along the garage for personal plantings and behind the deck and around the air conditioner from the list of approved plantings only. The Umbrella Board reserves the right to set standards or restrictions as to what can be planted or used in this area.
2. No additional landscaping or trees can be planted except as specified above. Any existing, owner installed landscaping is subject to transplanting or permanent removal by the Umbrella or Townhome Association.
3. It is the responsibility of the Unit owner to keep landscaped areas groomed, healthy and presentable at all times, including but not limited to the removal of dead plantings and weeds on a regular basis. Plantings are to be pruned as needed to not interfere with use of the sidewalk. No vegetation can exceed the height of the gutter.
4. If there will be no vegetation in the area along the side of the garage, the area must be covered with cypress mulch only.
5. All plantings, vegetation and ornaments of any kind are restricted to the easement next to the garage, the front door stoop and the deck only.
6. Fruit or vegetable plantings are not permitted in the easement next to the garage or on the front door stoop.
7. Climbing vines that attach to the building are not permitted.
8. Potted plants and ornaments of any kind are not permitted on common area property.

G. COMMON AREA LANDSCAPING (Behind decks and around air conditioners)

1. Only plantings from the approved list will be permitted. A plan to install a new bed or to change an existing is to be submitted in writing and approved by the Townhome Board or Committee prior to professional or personal installation.
2. For deck maintenance purposes, the maximum height of plantings may not exceed 24 inches high behind the deck or exceed 12 inches above the floor of the deck, depending on the distance between the ground and the deck. Any units with decks that are raised up 30 inches or more above the ground may not exceed 12 inches above the floor of the deck. Flowers or bushes around the air conditioner will not exceed 36 inches in height.
3. Maximum width of a new bed can be cut in a straight or a free form style not to exceed 4 feet in width and length can span from corner post to corner post.
4. The Association will not be held responsible for any damages incurred to plantings during the course of any type of deck maintenance, but will insure every precaution is taken to **protect** them.

H. DRIVEWAYS

1. Are common area property and maintained by the Umbrella Association.
2. No personal property including but not limited to potted plants, statues or ornaments of any kind are allowed.

I. SIGNAGE

1. One "FOR SALE" sign may be placed in a window of your choice. Size may not exceed 18X24.
2. No stickers or similar items that are visible from the outside may be affixed to the window glass or doors with the exception of seasonal decorations or alarm company decals.
3. Open House signs are allowed Monday - Friday from 10:00 a.m. to 3:00 p.m. and on Sunday at the discretion of the realtor. Open House signs are not allowed on Saturday.
4. Also refer to Umbrella Association Rules and Regulations for additional guidelines

J. GARAGE ALTERATION (WINDOW INSTALLATION)

1. Prior approval to install a window is required from the Townhome and Umbrella Associations. Once approved, the owner assumes all responsibility for installation, repair, maintenance and replacement.
2. Only one window is allowed and it must be the same dimensions as the existing full size windows, 45" x 66" including aluminum trim framework. Placement is to be as close to the center of the exterior garage wall as possible as lengths vary from 195" to 204" and depending on the location of the studs. Vertical placement is to be between 4 and 11 inches from the roofline and 30 to 33 inches from the bottom edge of the siding.
3. The appropriate association will repair any damages to any other portion of the garage or to the Common Area property caused by the installation at the cost of the unit owner.

K. DISPLAY OF THE AMERICAN OR MILITARY FLAG

1. Unit owners may display the American Flag and one armed forces service flag on or within their deck area or on the exterior wall of their unit. The size of the flags shall not exceed 3'x5', must be made of fabric, cloth or paper; displayed from a staff; a pole or in a window and may be illuminated with a white bulb not to exceed 60 watts. Any damage resulting from the installation of a flag staff or pole will be repaired at the owner's expense.

K. WINDOW TREATMENTS

1. Use of any articles including but not limited to newspaper, plastic, clothing or bedding that would detract from the aesthetic value of the community is not allowed.

II. MOVING POLICIES AND PROCEDURES

1. Notification of move in or out shall be made to the Association or managing agent at least 15 days in advance of the scheduled date, and shall be accompanied by a \$50.00 moving fee and \$50.00 deposit, which is refunded in full provided that all refuse is removed and no damage to common area property is found upon final inspection.
2. Moves are allowed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Saturday. Sunday and Holiday moves are not be permitted unless prior approval is received by the managing agent.
3. Moving or delivery trucks weighing 18,000 lbs or more are not allowed on personal driveways. Trucks cannot block the ingress or egress of homeowners or emergency vehicles. Semi moving trucks must enter and leave via the south road only. Trucks remaining on the property for an extended period of time are to be parked in the common area lot behind 12900 or 13000.
4. Items to be disposed of during a move including but not limited to furniture, appliances, mattresses, etc. must be handled as a special pickup as arranged in advance through the property manager.
5. Failure to abide to these rules and regulations may result in an automatic forfeiture of the security deposit.

III. LATE FEES

REVISED as of 1/1/98

1. Assessments are due on the first of the month. Owners will combine assessments for the townhome and umbrella association in one payment. If an individual's payment is not received in full by the 15th, a \$25.00 late fee per Association will be assessed. If the 15th falls on a weekend or holiday, assessments are due on the last business day prior to it.
2. The Townhome Association will remit a lump sum payment representing umbrella assessments for the total units (84) to the Umbrella Association on the 15th of every month. If payment is not received in full by the 15th, the Umbrella Association will assess a \$25.00 late fee per unit.

IV. UNIT RENTALS

1. In addition to moving policies and procedures, rentals are subject to the provisions and the rules and regulations of the Declaration.

V. GARBAGE TOTES & DISPOSAL

1. Garbage shall not be taken outside until the day of pick up and brought back inside by 11:59pm the same day.
2. ALL garbage must be contained and securely sealed in plastic bags before putting them in the totes, newspapers included. All boxes are to be broken down and placed inside the totes. If the boxes will not fit they must be broken down, tied or taped together and placed under the tote. Residents are encouraged to break down small boxes (cereal, soda, diaper, Kleenex, etc.) and to crush cans and plastic beverage containers to conserve space.

3. Only the totes provided by the association are to be used. Personal cans are not permitted.
4. Additional totes are available at the clubhouse on a temporary, first-come first-serve basis. Arrangements to pick up and drop off are to be made through the manager during business hours, not less than 48 hours in advance.
5. A second tote is available at the resident's discretion for an additional charge. All changes will be final and prices are subject to change in accordance with Vendor increases.
 - * Obtain a second 65 Gal. tote \$10.50 per month plus a one-time \$5.00 administration fee.
6. Due to health concerns and animal awareness, strict enforcement will be employed once a warning is issued. A second offense for any garbage left outside of the totes (excluding boxes) will be subject to a fine at the boards' discretion.
7. Residents in building 1, 6, 10, and 15 are to bring the totes curbside for pick up.
8. In the event of a holiday, garbage is to be taken out on Wednesday for pick up. Observed Holidays are: New Years; Memorial Day; July 4th; Labor Day; Thanksgiving and Christmas.
9. See Moving Policies and Procedures to arrange disposal of large, bulky items.

VI. SEASONAL DECORATIONS

1. Seasonal decorations shall not be permitted outdoors any earlier than one (1) month before the date of the holiday and must be removed not more than one (1) month after the date of the holiday.
2. Personal decorations are not permitted on Common Area property or landscaping.
3. Decorations may not be affixed with any type of apparatus that will penetrate any exterior portion of the unit.
4. Live decorations, i.e. trees, wreaths etc., are to be brought out for disposal on regular trash pick up days only and may not be placed on common area property or left on decks longer than 6 days.

VII. PARKING

1. When parking on the driveways, vehicles are to be parked within the confines of the garage door only in order to provide egress or ingress from a dwelling unit. Parked vehicles (residents, service vehicles, etc.) in shared driveways must not block access to any other driveway or sidewalk or prevent access to the street.
2. Parking is not allowed on the inner (or pond) side of Heiden Circle at anytime.
3. Parked vehicles (residents, service vehicles, etc.) in shared driveways must not block access to any other homeowner driveway, sidewalk or overhang onto the street.
4. Any vehicles parked on common area driveways are subject to being towed by the Association at the Owner's expense, if it necessary to permit emergency access thereto and the Owner is unavailable.

5. When there is a snow accumulation of 2" or more, no cars are to be parked in the driveways at any time for plow access.
6. Also refer to the Umbrella Association rules and regulations for Common Area parking.

VIII. MANDATORY UNIT OWNER INSURANCE COVERAGE

1. All unit owners in the Association are required to obtain insurance covering their personal liability and compensatory (but not consequential) damages to another unit caused by the negligence of said unit owner and/or her/his guests, residents, or invitees, or regardless of any negligence, damages originating from the unit. Limits of liability of at least \$100,000 are required.
2. The personal liability of the unit owner must include the deductible of the owner whose unit was damaged, any damage not covered by insurance required pursuant to this Rule, as well as the decorating, painting, wall and floor coverings, trim, appliances, equipment and other furnishings damaged as set forth above.
3. Each unit owner will be responsible to provide the Board of Managers with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the coverage.
4. In the event the unit owner does not purchase and produce evidence of sufficient insurance within the earlier of thirty (30) days from the expiration of the prior certificate or the date of request for same by the association as set forth above, the Board of Managers may in its sole discretion, purchase the insurance coverage and charge the premium cost back to the unit owner.
5. In no event is the board liable to any person either with regard to its decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverage obtained.

IX. EMERGENCY CONTACT

All unit owners must have a current owner or tenant information record on file with the management office and are responsible to update information as necessary.

X. DRY HYDRANT FLUSHING SCHEDULE

ON THE 1ST THURSDAY OF EVERY MONTH BETWEEN THE HOURS OF 9:00am AND 11:00am SWANSON WATER TREATMENT WILL FLUSH THE MAIN WATER LINE TO REMOVE ANY SEDIMENT OR DISCOLORATION.

PLEASE MARK YOUR CALENDARS AS A REMINDER, AS NOTICES WILL NOT BE POSTED.

IF YOU NOTICE ANY DISCOLORATION OR A DROP IN WATER PRESSURE AFTER THIS PROCEDURE, PLEASE TAKE THE FOLLOWING STEPS ANYTIME AFTER 11:00

- ✓ IF YOU HAVE AN IN-HOUSE WATER FILTER, SET IT ON BYPASS.
- ✓ REMOVE AERATORS FROM FAUCETS & CLEAN SCREENS
- ✓ OPEN ALL FAUCETS COMPLETELY (BOTH HOT & COLD). KEEP OPEN UNTIL THE WATER RUNS IS CLEAR.
- ✓ DISCONNECT SUPPLY LINES TO WASHING MACHINE & DISHWASHER AND CLEAN SCREENS. (Optional - only if there is a drop in water pressure)
- ✓ RUN AN EMPTY FULL CYCLE OR TWO IN THE WASHING MACHINE AND DISHWASHER PRIOR TO NORMAL USE.
- ✓ DRAIN APPROX. 1/4 OF THE WATER FROM THE WATER HEATER (optional for Townhomes only)
- ✓ ONCE FLUSHING IS COMPLETE, CHANGE THE FILTER CARTRIDGE AND CLOSE OFF THE BY-PASS.

XI. VIOLATION FINE SCHEDULE

1st Violation - \$50.00 or at the discretion of the Board of Directors

2nd Violation (same offense) - \$100.00

3rd Violation (same offense) - \$200.00

Four or more Violations (same offense) – At the discretion of the Board of Directors

The Board may, in its discretion impose daily fines for continuing offenses or as deemed appropriate by the Board.

Enforcement Procedures:

In the event Management or a Board member determines that a violation has occurred after notice of violation and an opportunity for a hearing the offending owner shall be fined the amount as set forth above.

Notice of the fine shall be in writing and mailed to the Unit address, or the off property address if previously requested by the Owner. If the Owner fails to request, in writing, a hearing within 3 days of the date of the notice, the fine will be considered final and collectable in the same manner as the assessments. In the event a hearing demand is properly submitted, such hearing shall be held within 4 days after the Board receives the demand. No action shall be taken by the Board or a fine imposed unless or until the Owner is found guilty by default or at a hearing.

NOTICE OF INTENT TO LEASE CONDOMINIUM UNIT

This document is to be COMPLETELY filled out and returned to the Managing Agent.

DATE:

TO: BOARD OF DIRECTORS OF WHISPERING LAKE TOWNHOME CONDO ASSOCIATION

RE: NOTICE BY OWNER OF INTENT TO LEASE UNIT

ADDRESS OF UNIT: _____

In accordance with the provisions of the Declaration and By-Laws of Condominium Ownership of the Association, and pursuant to the rules and regulations adopted from time to time. I (we) hereby submit this notice of intent to lease the above unit to, and only to:

NAME (S) _____

I am enclosing the following:

1. The fully executed original lease,
2. A lease application signed by my tenant;
3. The phone numbers and address of my tenant at which the tenant may be contacted in the event of an emergency.

I understand that my tenant will be advised about his obligations under the Association's Declarations, by-laws and Rules and Regulations and that the tenant will be required to sign a certain "Acknowledgment of Tenant Obligations and Association Rights Under the Condominium Documents" by the terms of which the tenant will acknowledge, among other things, the tenants obligations under the Condominium Documents, and the tenant's understanding that in the event of the tenants failure to comply with the Condominium Documents, the lease could be terminated and the tenant evicted.

I further understand that the Association is not approving my tenant for the purposes of my lease, and the Association does not bear any responsibility whatever for my tenant's performance of the terms and conditions of the lease.

Signed this _____ day of _____ 200_____.

(Owner(s)) _____

By: _____
Duly Authorized Agent

UNIT LEASE RIDER BETWEEN UNIT OWNER AND TENANT

This Rider is attached to and is part of a certain lease dated the ____ day of _____ 200____, (Hereinafter referred to as the "Lease"), between, as

Lessor _____ and, as Lessee, _____

for the condominium unit located at _____, Illinois (hereinafter referred to as the "Premises"). In the event of any conflict in the terms of the Lease and the terms of this Rider, the terms of this Rider shall control.

Lessor and Lessee acknowledge the following:

- A. The Whispering Lake Townhome Condominium Association (the "Association") is not a "Landlord" and is not liable to the Lessee for failure to provide services required of a Landlord.
- B. Lessor and Lessee will provide access to the Premises upon forty-eight (48) hours notice to make Necessary repairs to the common elements of the Property of those portions of the Premises affecting the common elements or other units on the Property. In the event of emergencies, Lessor and Lessee authorize the Association or its Agent to enter the Premises without notice.
- C. Lessee shall not repair any portion of the common element(s) on the Property, and any repairs to the Premises by the Lessee shall be performed in accordance with the Association's Declaration and By-Laws.

Dated at _____, *Illinois this* ____ *day of* _____ 20 ____

LESSOR: _____

LESSEE (S): _____

ACKNOWLEDGMENT BY TENANT
OBLIGATIONS AND ASSOCIATION RIGHTS UNDER THE CONDOMINIUM DOCUMENTS

1. The undersigned (the "Tenant") acknowledges that:
 - a. The Tenant has received a copy of the Association's Declaration, By-Laws, and Rules and Regulations (the "Condominium Documents")
 - b. The Tenant is required to comply with the provisions of the Condominium Documents and that should the Tenant fail to comply, a fine could be imposed on the Tenant, and/or the Tenant's lease could be terminated and the Tenant evicted.
 - c. The Association or its managing agent is not responsible or accountable to the Tenant for any representations made to the undersigned by the unit owner, real-estate salespersons, attorneys or other parties.
 - d. The Association or its managing agent is not the owner of the unit being rented and is not liable to the Tenant for the owner's failure to provide the services required to be provided pursuant to the lease.
 - e. Access to the unit must be provided upon 48 hours notice to make repairs to the common elements of the property or those portions of the unit affecting the common elements or other units on the property. In the event of an emergency, the Association or its agent may enter the premises without notice.
 - f. No repairs to any portion of the common elements of the Association may be made, and that any repairs to the unit shall be performed in accordance with the Condominium Documents.

We hereby certify that the above statements are true. I further authorize the Condominium Association or its duly authorized agent to make whatever investigation may be deemed necessary, including but not limited to a credit investigation.

Signed this _____ day of _____ 20 _____

Tenant: _____

Tenant: _____

Whispering Lake Townhome Condominium Association)
MOVING REQUEST FORM

NAME: _____

ADDRESS: _____

PHONES: Home: _____ Work: _____ Cell: _____

TYPE OF MOVE: (please check)

_____ Move In Date: _____

_____ Move Out Date: _____

From the hours of: _____ to _____

A moving deposit in the amount of \$100.00 is required:

Date Received: _____

Date Refunded: _____

\$50.00 Moving Fee

\$50.00 is refundable if no damage is caused to the common areas by the move. This will be determined by an inspection after the move is completed.

Failure to abide by Moving Rules and Regulations will result in an automatic forfeiture of the Security Deposit

MAIL REFUND TO:

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____

**RETURN COMPLETED FORM WITH MOVING DEPOSIT TO THE MANAGEMENT OFFICE
LOCATED IN THE CLUBHOUSE**

**WHISPERING LAKE TOWNHOME CONDOMINIUM ASSOCIATION
OWNER / TENANT INFORMATION**

Unit Address _____

Unit Owner Information

Tenant Information (if applicable)

Name: _____

Name: _____

Name: _____

Name: _____

Home Phone: _____

Home Phone: _____

Work Phone: _____

Work Phone: _____

LIST NAMES OF ALL OCCUPANTS

Adults

Children under the age of 18

Pets / Type

VEHICLES OWNED AND/OR OPERATED BY EACH TENANT

Vehicle Owner's Name: 1.) _____ 2.) _____

#1.) License Plate # _____ Make _____ Model _____

#2.) License Plate# _____ Make _____ Model _____

IN CASE OF AN EMERGENCY, PLEASE NOTIFY:

Name: _____ Relationship: _____

Address: _____ Home Phone: _____

Cell _____ Email _____ Work Phone: _____

My signature on this form indicates I have received and read the Rules and Regulations. Offsite owners hereby confirms their tenant has received and read the Rules and Regulations.

SIGNATURE _____ **DATE:** _____

NOTE: A copy of the current lease is required and must be attached to this form. An incomplete census form will be returned.

It is the responsibility of the owner to notify the Association regarding any changes in the above information. ALL INFORMATION PROVIDED ON THIS FORM IS STRICTLY CONFIDENTIAL AND USED FOR BOARD REFERENCE ONLY.

WHISPERING LAKE TOWNHOME CONDOMINIUM ASSOCIATION

NOTICE OF INTENT TO SELL

DATE: _____

TO: Whispering Lake Townhome Condominium Association
8 Heiden Drive
Lake Bluff, IL 60044
847-234-2100 Fax: 847-482-1832

FROM: _____
Unit Owner(s)

ADDRESS: _____
Street City State Zip Code

Closing Date: _____

In accordance with the regulations established by the Board of Director's I (We) hereby submit to the management this Notice of Intent to Sell the above-described unit to the party or parties named herewith, and upon the terms specified.

In response to the request for closing documents, please be advised that all fees and requested information must be submitted before the Association will provide the documents you need for closing.

There is a \$35.00 closing fee payable to Whispering Lake Townhome Association and all assessments must be paid through the month of closing before a release will be issued.

The insurance carrier is Community Association Underwriters of America. Fill out the request form and fax to 267-757-7410 to obtain a Certificate of Insurance.

To whom should the documents be mailed? _____

Once all payments (moving, closing and assessments) are received, the association will provide a Current Budget, Financial Statement, and a paid assessment letter. If other documents are required, please check the lines below and include separate checks for applicable charges payable to the appropriate Association.

Declaration & Bylaws / Rules and Regulations - \$15.00 per association

Please specify which Association documents are requested. Townhome _____ Umbrella _____

Please note ten (10) workdays are required for completion of the documents

Unit Owner _____ Address _____

City _____ State _____ Zip Code _____

Telephone (Home) _____ Telephone (Work) _____ Cell _____

Address to be Sold _____ Unit # _____

Seller's Attorney _____ Telephone _____

Seller's Realtor _____ Telephone _____

Closing Date _____ Move-Out Date _____

..... Notify Management when date is known

Buyer's Name _____

Current Address _____ City _____ State _____ Zip Code _____

Telephone (Home) _____ Telephone (Work) _____ Cell _____

Social Security # _____ Date of Birth _____

Buyer's Attorney _____ Telephone _____

Buyer's Realtor _____ Telephone _____

Names of all other persons who will reside in unit

_____ Age _____ Relationship _____

_____ Age _____ Relationship _____

_____ Age _____ Relationship _____

Any pets? _____ How Many _____ Type _____

How long at current address? _____ Owned _____ Rented _____ If rented, give Landlord's

Name _____ Address _____ Tele _____

Present Employer _____ Address _____ Tele _____

Job Title _____ How Long with Company? _____

Please list two (2) business references:

Name _____ Title _____ Tele _____

Name _____ Title _____ Tele _____

Bank Reference _____ Tele _____

Please list two (2) personal references (not employer or relatives)

Name _____ Tele _____

Name _____ Tele _____

Mortgage Co _____ Address _____ Tele _____

Move-In date _____ (Please notify management when known)

.....

I, (We) the unit owner(s) of _____
Street Address City State Zip

Affirm our understanding of and agreement with the provisions set forth, and certifies the correctness of the information given.

Unit Owner Signature(s)

.....

I, (We) the intended Buyer(s) of the Condominium Unit described above, declare that I, (We) have read the "Declaration of Condominium Ownership and Rules and Regulations for the Whispering Lake Umbrella Association and the Whispering Lake Townhome Condominium Association and any Amendment or Amendments thereto, and understand that I, (We) shall at all times hold our interests in the Condominium subject to the rights, easements, privileges and restrictions therein set forth and hereafter established by the Owners or Directors as duly provided for in the aforesaid "Declaration of Condominium".

Buyer(s) Signature)

.....

MANDATORY UNIT OWNER INSURANCE COVERAGE

Each unit owner is responsible to provide the Board of Managers with evidence of insurance in the form of a "Certificate of Insurance" issued by the insurance agent providing the coverage by or before occupancy.

PRIVATE SATELLITE DISH and ANTENNA AGREEMENT

This Agreement is entered into this _____ day of _____, 2_____, by and between _____ ("Owner") and the Whispering Lake Townhome Condominium Association, an Illinois not for profit corporation ("Association").

The following recitals of fact are a material part of this Agreement:

1. The Owner resides at _____, Illinois, and is the owner of the property within the Association commonly known as Whispering Lake Townhome Condominium.
2. Pursuant to Section I-A of the Rules and Regulations and Article 3 of the Declaration for the Association ("Declaration"), no Owner may install a satellite dish or antenna ("collectively referred to herein as "Satellite Dish") on the property without the written approval of the Association's Board of Directors.
3. Section 207 of the Telecommunications Act of 1996 titled Restrictions on Over the Air Reception Devices ("FCC Regulations") prohibits the Board members from restricting an Owner from placing a satellite dish that is one (1) meter or less in diameter on portions of the property in which the owner has a direct or indirect ownership interest and where the owner has exclusive use or control.
4. FCC Regulations do permit the Board the right to adopt rules governing the placement, screening, color, etc. of these dishes, provided these rules do not (a) substantially increase the cost of installation, maintenance or use of the dish; (b) unreasonably delay the installation of the dish and (c) precludes reception of an acceptable quality signal.
5. The Owner desires to install a satellite dish on the property one (1) meter or less in diameter, and to comply with all other requirements of the Declaration and Rules and Regulations adopted by the Association's Board of Directors.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it hereby is agreed as follows:

1. The Owner agrees to submit to the Board of Directors a completed Satellite Dish Installation Application (a copy attached hereto and made a part hereof as Exhibit A).
2. All satellite dishes shall be constructed in strict compliance with the approved rules and regulations. Any deviation from the approved rules and regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.
3. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation and attorneys' fees resulting there from. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish.
4. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of this Agreement and the obligations set forth herein. All obligations herein shall pass to any successor in interest, or the satellite dish must be removed by the owner and the property must be restored to its original condition at the Owner's sole expense.
5. Time is of the essence of this Agreement.
6. This Agreement shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have signed this document on the date set forth above.

Whispering Lake Townhome Condominium
Association

Owner(s)

By: _____
Its' President

ATTEST:

By: _____
Its' Secretary

**WHISPERING LAKE TOWNHOME CONDOMINIUM ASSOCIATION
SATELLITE DISH/ANTENNA APPLICATION FORM**

NAME: _____ DATE: _____

ADDRESS: _____

UNIT NO: _____ TELEPHONE: _____

NATURE OF INSTALLATION: _____

COLOR: _____ STYLE: _____

LOCATION: _____ DIMENSIONS: _____

CONSTRUCTION MATERIALS: _____

SUPPLIER: _____ APPROX. COST: _____

Plans and specifications of all installations must be submitted and attached to this application to show location and dimensions. Said plans and specifications shall include a copy of the diagram showing the exact location of the installation.

We, the undersigned, do hereby acknowledge that we understand the rules concerning the proposed installation. We agree to abide by the rules set forth by the Board of Directors and will be solely liable for upkeep maintenance on this installation.

DATE: _____

SIGNED: _____
(Unit Owners)

(Unit Owners)

FOR OFFICE USE ONLY:

Approved By:	Date Application Rec'd:
Inspected By:	Received By:
Inspected On:	Approved By:
Reasons For Disapproval:	

