

FAIRWAY VIEW TOWNHOME ASSOCIATION  
RULES & REGULATIONS

Proposed: October 6, 2005  
Adopted: November 2, 2005  
Revised : October 6, 2010

The purpose of the Rules & Regulations for the Fairway View Townhome Association is to promote and ensure the enjoyment and proper maintenance of all Association property for the exclusive benefit of all Association members and their authorized guests. Nothing contained in these Rules and Regulations shall be construed to contradict the Declaration or By-Laws of the Fairway View Townhome Association.

Enclosed are the Rules & Regulations for the Fairway View Townhome Association. It is duly noted that all Association members, their residents & guests are bound by the following documents: The Fairway View Townhome Association Declarations and Covenants, By-Laws, Rules & Regulations, the Illinois not-for-profit act and section 18.5 of the Illinois Condominium Property Act.

In the event of a dispute or controversy regarding interpretation of the rules contained herein, the Board's determination shall be final and binding on all parties. Any exceptions or requests to these Rules and Regulations must be submitted through the management company.

DEFINITIONS: Certain words and terms used in these Rules and Regulations are defined as follows:

- 1) The "Association" means the Fairway View Townhome Association.
- 2) The "Board" means the Board of Directors of the Association as constituted at any time and from time to time.
- 3) "Buildings" means all structures, attached or unattached, containing one or more unit.
- 4) "By-Laws" means the By-Laws of the Association.
- 5) "Common Elements" means all portions of the property except the units, including limited common elements.
- 6) "Limited Common Elements" means the portion of the common elements so reserved for the use of a certain unit or units to the exclusion of other units, including but not limited to balconies, patios, driveways, windows, screens, doors, and garage doors.
- 7) "Managing Agent," means the company hired by the Board to carry out the day-to-day tasks and functions necessary for the proper care and maintenance of the Property.
- 8) The "Property" means all land, property and space comprising the Fairway View Townhome Association, all improvements and structures erected, constructed or contained therein or thereupon, including buildings and all easements, rights and appurtenances belonging thereto, and all fixtures and equipment intended for the mutual use, benefit and enjoyment of the Unit Owners.
- 9) "Unit Owners" means the person or person whose estate or interests, individually or collectively, aggregate fee simple absolute ownership of a unit and its appurtenant undivided ownership interest in the Common Elements.

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## **I. USE AND APPEARANCE OF PROPERTY**

### **A. Outside appearance of property**

- (1) It shall be the responsibility of each unit owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition of his or her own unit.
- (2) Garage doors should be kept completely closed except when the unit owner is present in the garage or when necessary for entrance to or exit from the garage.
- (3) All areas of the Common Elements or Limited Common elements are required to be maintained, free from any type of debris or litter. This includes, but is not limited to, animal droppings, newspapers, garbage bags, toys or any other unsightly item.
- (4) **Lawns, trees, and plantings areas are to be watered as necessary by the resident of the associated unit.**
- (5) Large items or sporting equipment, including but not limited to outdoor basketball hoops, are not permitted on the Property. Any toys, bicycles, sandboxes, recreational equipment or other personal items that are used outside of the Common Elements or Limited Common Elements are required to be removed by sunset each day and stored away from outside view. These items may not be stored under decks or balconies.

### **B. Vehicles and Parking**

- (1) Parking and/or overnight parking of vehicles other than automobiles in Unit Driveways or Community Areas is strictly prohibited. This includes but is not limited to boats, trailers, RV's, mobile homes, off road vehicles or motorcycles and vehicles in excess of 1 ton. Pickup trucks or SUV's that are less than 1 ton are permitted, as long as they are not being used for commercial purposes. All street parking is subject to any Village ordinances.
- (2) Vehicles parked in driveways or on the property must be in good operating condition with valid plates.
- (3) There shall be no routes of passage across any portions of the Common Elements, including all lawn areas and sidewalks. Vehicles cannot block sidewalks or fire lanes per the Village of North Aurora ordinances. Violators can be ticketed by the North Aurora Police Department.
- (4) Owners or residents are restricted to repairing only their own vehicles. All repairs shall be restricted to the driveway or garage of said unit.
- (5) Vehicles shall not be parked, maintained or stored in a manner that interferes with ingress to or egress from units, garages, or any portion of the Common Elements or Limited Common Elements.
- (6) No commercial vehicles shall be parked in the Common Area or Limited Common Area unless such commercial vehicle is, at the time of being parked, being used for normal commercial purposes and so long as such parking is only for the period of time necessary to provide the commercial services requested by a resident of the Association. If a unit owner or occupant is in possession of a Commercial Vehicle this vehicle must be parked in a garage with the door closed. A Commercial Vehicle is any vehicle used for commercial purpose and/or any vehicle that has any form of commercial signage affixed to it and/or any truck that is greater than 1 ton. This would also include, but not be limited to, any vehicle that has ladder racks attached to them.

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- (7) Board approval is required for Storage containers or storage trailers to remain in a driveway for an agreed period of time. The Unit Owner will be responsible for repairing any damage to the surface of the driveway.
- (8) Any damage sustained in the driveway by a moving truck or delivery truck shall be repaired by the Board at the owner's expense.
- (9) The use on the Common Elements of recreational vehicles, including but not limited to, ATV's, snow mobiles, mini-bikes and go-carts is prohibited.

**C. Roofs**

- (1) Only persons authorized by the Board are permitted on building roofs.
- (2) At no time shall anything be drilled, nailed or affixed to the building roofs.

**D. Lighting fixtures / exterior lighting**

- (1) Each unit owner is responsible for the replacement of burned out light bulbs in the fixtures attached to the owned unit. Burned out light bulbs shall be replaced as soon as reasonably possible.
- (2) All bulbs in exterior lighting fixtures must have white bulbs and the wattage shall not exceed the maximum wattage prescribed for the fixture containing it. Colored light bulbs in front fixtures will be cited and a fine may be assessed. Yellow bug lights may be used in rear fixtures.
- (3) The Board of Directors must approve in writing any changes or alterations to any exterior light fixture.

**E. Utilities**

- (1) Every unit owner shall at all times maintain electric and gas service for his/her unit.
- (2) Unit owners shall ensure that the unit's furnace system remains in good working condition and shall ensure that when outside temperatures are at or below freezing the thermostat is set to at least 58 degrees Fahrenheit.
- (3) No person shall tamper with any other person's utility services, including but not limited to telephone, cable, electric or water service. Any such tampering shall result in fines being imposed pursuant to Section II- paragraph B, i through vi of these Rules and Regulations, and the cost / repair or restoration of service will be assessed to the account of the unit owner responsible for such tampering.
- (4) Cables must be buried as soon as possible, but no more than 30 days after service connection. It is the homeowner's responsibility to make sure this is accomplished.
- (5) 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.

**F. Windows and window treatments**

- (1) No newspaper, clothes, sheets or blankets may be used as window treatments. Temporary window treatments must be removed within four (4) weeks of moving into the unit, unless you have prior written approval from the Board of Directors.
- (2) Broken windows and screens are the responsibility of individual unit owners. All screen and window repairs must be made as soon as reasonably possible and all replacements shall conform in all respects to the original windows installed by the builder. The Board may mandate the use of specific vendors and replacement

materials and may require the replacement, at the unit owner's cost, of any replacement screens and/or windows that do not conform to the specifications of the original windows installed by the builder.

- (3) The unit owner is solely responsible for any damage to the windows caused by golf balls.
- (4) Window fans and window air-conditioning units are prohibited.

#### **G. Grills**

- (1) Gas grills may only be operated on rear balconies, cement patios or driveways. Charcoal grills may only be operated on the driveway or on rear cement patios. Unless stored on a balcony or patio, grills are to be kept out of view.
- (2) The unit owner bears full responsibility for any damage caused by his/her use or storage of a grill, and any misuse may result in fines being imposed in accordance with Section II paragraph B, subparagraphs i through vi of these Rules and Regulations.
- (3) Gas grilling shall not be permitted closer than two (2') feet from the dwelling unit. Charcoal grilling, under raised decks, is prohibited for safety reasons.

#### **H. Seasonal / Yard decorations**

- (1) Seasonal decorations are permitted, such as holiday wreaths, lighting, etc. Such decorations however, shall not be installed earlier than one-month prior and removed no later than one month after the date of the holiday. One month is defined as 30 days from the date of the holiday.
- (2) No decorations are permitted on the roof or attached to the siding.
- (3) All decorations must be placed in a manner that is not hazardous to the safety of any person or property. In no way shall any decorations obstruct access to the units.
- (4) In the event there is any damage to a Common Element or Limited Common Element caused by any decorations (either through hanging, use, removal or otherwise) the unit owner shall be responsible for all costs incurred for repair or replacement of the affected area. The Association will contract the appropriate vendor to make all necessary repairs and will charge the cost of such repair(s) to the unit owner.
- (5) No intentional feeding of stray or wild animals except birds is permitted.

#### **I. Garbage / Recycling.**

- (1) Garbage and other waste shall be kept only in sanitary containers and/or heavy-duty dark colored bags that are sealed at the top. These containers shall be 32 gallon or smaller in size. The exception shall be containers provided by the waste hauler.
- (2) Each unit owner's address should be printed on all containers and lids.
- (3) Except for the purpose of collection, the containers shall be stored away from outside view. Such containers shall be brought to the curbside area after 5:00 p.m. the evening prior to collection and must be retrieved by 9:00 p.m. the evening of collection.
- (4) Large items such as appliances, furniture, Christmas trees, etc. should be disposed of in accordance with the *Village of North Aurora* ordinance.
- (5) No garbage may be burned on the property.
- (6) Scavenging is prohibited.
- (7) All littering including the improper disposal of cigarette and cigar butts is prohibited on the property.

- (8) Items placed in recycling bins shall be weighted down to prevent items from blowing out of the bin. All trash must be placed on the driveway apron. If you have very large items you may need a special pick up. Stickers for trash pick-up must be purchased from local vendors and placed on trash bags/containers. Trash should not be placed on the grass.

**J. Signs.**

- (1) One standard type realtor or "For Sale by Owner" sign may be displayed in a front unit window while a house is on the market. General "For Sale" signs shall not be affixed to buildings or staked into lawns. Units that do not have front facing windows may place one "for sale" sign of not more than (5) square feet in the yard of the unit level with the building front.
- (2) On Saturdays & Sundays between 10:00a.m. and 5:00p.m. "Open House" signs may be posted alongside driveways leading up to units that are for sale.
- (3) Advertising signs, signs for business or commercial activities and political signs are strictly prohibited from being displayed anywhere on the property.
- (4) Garage sale signs are permitted only on the day(s) of the sale.
- (5) Unit owners may post a small "No Solicitors" sign inside the unit window next to the front door. Animal Rescue signs are allowed.
- (6) Rear Deck doors and Patio doors must show the unit's address number.

**K. Building Additions / Additions & Alterations.**

- (1) No alteration of any kind may be made to the exterior portions of any building, **including but not limited to** roofs, siding, entry doors, windows, patios, decks, driveways, garage doors, balconies and sidewalks without prior written approval of the Board of Directors. Vendors must be approved by the Board of Directors and the Association shall be named as an additional insured on the vendor's insurance policy.
- (2) The official Architectural Change Form (Exhibit 1) must be submitted to the Management Office and validated (account must be in good standing) before being forwarded to the Board or the appropriate committee. A written determination (either approving or declining) the application will be provided, in writing, to the unit owner making the request. This process can take up to 6 weeks.
- (3) Only the Unit owner may make any request and once the request is approved by the Board all maintenance must be in conformance with the Association's governing documents and shall be the responsibility of the unit owner.
- (4) Nothing shall be done in, on or to part of the Common Elements or Limited Common Elements that would impair the structural integrity of any building or structure located on the Property. Except as otherwise provided herein, the attachment of any objects (including anything inserted into the siding) to the outside of any building is prohibited without prior written permission from the Board.

**i. Doors / Storm Doors / Screens:**

1. Unit owners shall not install or replace any storm door or screen door without first obtaining Board approval. The screen door or storm door must be a full view style with not more than a 10" inch kick plate and will be white or the green color of the door.

2. The unit owner shall ensure that the door is installed in a professional manner. The Board may require, at the unit owners cost, the correction of any storm door or screen door not installed in a workmanship like manner.
- ii. Decks / Patios:
1. Any modification or deck addition must be reviewed and approved by the Board of Directors or the appropriate committee, and such modifications or deck additions must be maintained according to the approved maintenance schedule at the expense of the owner.
  2. All decks and patios must be installed in the rear yards with the exception of the entry decks and patios. The installation may not extend into the side and rear setbacks nor into any landscaping easements.
  3. To construct decks, a Village building permit is required prior to construction.
  4. No staining or painting of decks will be done without Board approval.
  5. Patios can be either brick paver, concrete, or stamped colored concrete. All patios must be approved by the Board or appropriate committee with details of the design, colors and dimensions submitted with the application form. Block seat walls shall also be submitted if applicable.
- iii. Plantings / Hangings:
1. Flowerbeds planted by the unit owners are limited to original non-sodded areas adjacent to the building but not around the trees and bushes remote from the building. Plantings must be installed in such a way as to not interfere with the functions of any maintenance equipment used for the maintenance of the Property and shall not hinder entrance to or exit from any unit. No planting may be higher than 36 inches.
  2. No person may remove any live plant from any landscaped areas without the Board's prior authorization. Replacement plants must meet Board standards.
  3. Vegetable or fruit plants are not permitted on Common Elements. Fruit and vegetable plants may be grown in pots on limited common elements.
  4. The unit owners must first obtain Board approval before planting any material other than existing beds. Once approved and changes have been made the Association is no longer responsible for maintenance and replacement of that area.
  5. Any sod or other Common Element removed or damaged by any person or pet on the property shall be replaced at the expense of the unit owner who is responsible.
  6. Unit owners are responsible for the care and maintenance of any plantings (i.e. flowers) they install if they mark them with small red flags. The landscape contractor and the Association shall not be held responsible for any damage to bulbs, seeds, or plants when maintaining the landscaping or performing any other activity reasonably necessary for the maintenance of the Property.
  7. Plants or vines that cling, crawl, or affix to any part of buildings including garages and balconies are prohibited.
  8. Potted plants shall not obstruct walkways. Planters that hang in back of buildings must be on the unit balconies or patios. Planters shall not be attached to any part of the building.
  9. The following modifications may be made without prior written approval:
    - a. Flowers or bulbs are permitted only in existing beds next to unit.  
Notwithstanding the aforementioned, no flowers or bulbs shall be installed

- near or around trees. Any tree that dies due to violation of this provision shall be replaced with a tree of the same size and species at the owner's expense.
- b. A maximum of two (2) hanging baskets are permitted on the front elevation of the unit on soffit and/or fascia only. Said baskets shall be removed and stored out of sight during the winter season.
  - c. Other than those landscape modifications mentioned above all other landscape modifications shall require written approval of the Board of Directors.
- iv. Flags / Stanchions:
1. No banners may be flown except the American flag and/or a U.S. Military Flag. One ornamental flag is allowed per residence.
  2. No flag may exceed 3' by 5' and must be mounted on balconies, wood trim or on wood columns outside of unit entrances.
  3. Any damage sustained to the balcony, wood trim or wood column is the sole responsibility of the unit owner to repair or replace.
- v. Antennas / Satellite Dishes:
1. Antennas – at no time may any person install an antenna on the exterior or roof of any building or unit.
  2. No radio or television receiving or transmitting antennae or external apparatus can be installed on the Property (including satellite dishes). Normal radio and television installations wholly within a townhome are acceptable. The Association has the right to install and maintain a master television antenna or master satellite dish to service the townhomes.
  3. Satellite dishes: The following rules apply to the installation of Satellite dishes:
    - a. Any person desiring to install a satellite dish must first obtain written permission from the Board of Directors.
    - b. The Board will NOT approve the installation of any satellite dish exceeding 30 inches in width.
    - c. A professional bonded & insured satellite dish installer must perform all installations.
    - d. The application for satellite installation must be submitted to the Board a **minimum of fourteen (14) business days prior to the requested installation date and MUST include a detailed description of the "proposed" installation, including location and specifications of the satellite dish, and planned installation of the wiring. Further it must contain the name, address & phone number of the commercial installer and the proposed date of installation.**
    - e. By submitting a request the applicant is not guaranteed approval. If the application is denied the owner may not proceed with the installation.
    - f. Satellite dishes shall not be attached to any part of the roofs, soffits, gutters or downspouts. It is recommended that satellite dishes be attached to the fascia of the building.
    - g. No unsightly wiring configurations shall be permitted. All wires and/or cables must be encased in molding that matches the color of the building. When possible existing wires and/or cables should be used.
    - h. Current owners are responsible for any damage caused by the satellite dish being installed, maintained or removed.
    - i. After installation is complete the applicant shall notify the Board that the installation is complete and shall permit a follow up inspection of the installation work.

- j. Damaged satellite dishes must be repaired or replaced as soon as practically possible. Repair or replacement must be completed within seven (7) business days of notification of such damage by the Managing Agent or Board. If such repair or replacement is not completed within seven (7) business days the Unit Owner may be fined according the provisions set forth in Section II, paragraph B, sub-section i through vi of these Rules and Regulations.
- k. Before a satellite dish can be transferred to a purchaser upon sale of a unit, the original unit owner must inform the purchaser of the rules regarding satellite dishes. In the event a purchaser does not want to assume responsibility of a satellite dish, the seller will be held responsible for all costs associated with restoring any area affected by the satellite dish to its original condition. If the purchaser desires to retain the satellite dish, then all applicable rules will apply to the purchaser.
- l. If at any time the satellite dish or the installation of the dish creates a situation that endangers the safety and welfare of the public or limits access, the Board shall have the right to order immediate removal of the satellite dish.
- vi. Other structures:
  - 1. Gazebos, overhead structures, dog houses, dog runs, screened in structures, storage containers larger than 50 cubic feet, sheds or dog runs are prohibited on the exterior of any unit.
- vii. Laundry / Clotheslines: No laundry and/or clotheslines shall be placed on the exterior of any unit or on the Common Elements.
- viii. Awnings are strictly prohibited.
- ix. Address numbers must conform to the North Aurora fire department code for size. The Association retains authority to approve the placement of additional address numbers installed on any unit.
- x. Pools / hot tubs are prohibited
- xi. Fences are prohibited.
- xii. Garages / Garage doors: Repair or replacement of the doors must be approved by the Board.
- xiii. Fire pits with an open flame are strictly prohibited anywhere within the community.

**L. Lawn Furniture:**

- (1) Lawn furniture is permitted on patios and balconies.
- (2) Lawn furniture when not in use shall not be left out on the Common Elements.

**M. Newspapers / Fliers / Phone Books:**

- (1) All newspapers, fliers, letters, phone books etc. shall be removed from the exterior of any unit within 24 hours or a reasonable period of time.
- (2) No unit owner may use fliers or similar types of communications to solicit or advertise to their fellow homeowners.

**N. Animals / Pets:**

- (1) No animals other than dogs, cats or animals reasonably considered to be a household pet may be kept anywhere on the Property.
- (2) No more than two dogs, or four pets of any kind, are permitted for any one unit.
- (3) Pet owners are responsible to ensure that their pets do not inconvenience or disturb any other residents.

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- (4) No animals may be bred anywhere on the Property, nor may any animals be kept for any commercial purposes anywhere on the property.
- (5) The cost of repair or replacement by any portion of a Common Element or Limited Common Element damaged by a pet will be charged to the owner of such pet.
- (6) While outside, all pets MUST be kept on a leash. Pets shall not be left unattended, staked, or leashed to or on any Common Element or Limited Common Element.
- (7) Pets shall be controlled so as not to create a nuisance anywhere on the property. Home owners shall immediately remove and properly dispose of animal droppings around their unit.
- (8) All pet owners are responsible for cleaning up after their pets in the units and on the Common Elements. All pet owners shall comply with all *Village* ordinances pertaining to pets.
- (9) If required, the Board will adopt additional Rules and Regulations governing pets if they interfere with the quality of life for other residents.

**O. Garage or Estate sales:**

- (1) Only sales sanctioned by the Board are permitted on the property. Individual sales at any other time are strictly prohibited.

**II. POLICIES & PROCEDURES REGARDING ENFORCEMENT OF RULES:**

**A. Reporting violations:**

- i. Townhome owners should endeavor to resolve personal differences among and between themselves. The Board or Association cannot interfere with personal disputes.
- ii. A townhome owner, resident or managing agent can file a complaint against any owner or resident for any infraction of the Declarations, By-Laws and/or Rules and Regulations.
- iii. Every complaint must be written and forwarded to the Managing Agent. The correspondence must be dated and contain at least the following information:
  1. Name, address and signature of the complaining party.
  2. Address, and if known, name of the owner or resident against whom the complaint is being directed.
  3. Date, time, location and detailed description of the offense.
- iv. A complaint will not be considered if filed more than fourteen (14) days following the violation or if it lacks sufficient information for processing.

**B. Fine schedule:**

- i. Any owner in violation of any of the governing documents of the Association will receive a "first warning letter". This letter will not encompass any fines
- ii. A second warning is subject to a \$25.00 fine.
- iii. A third warning is subject to a \$50.00 fine, in addition to the \$25.00 fine already assessed.
- iv. Ongoing violations are subject to Section II, Sub-section E: "Board authority, control and remedies" of the by-laws in addition to further fines being assessed that are not to exceed \$200 per instance.
- v. If necessary, the Association will have the authority to resolve certain complaints by repairing or replacing the item in question and charging the full cost back to the unit owner.

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- vi. If necessary, the Association will have the authority to refer the complaint to the Association attorney. All legal expenses and costs incurred by the Association will be assessed against the townhome owner.

**C. Hearings:**

- i. Any owner accused of being in violation of the governing documents of the Association has the right to request a hearing regarding the complaint.
- ii. To request a hearing the unit owner must submit, to the Management office, a written letter requesting a hearing and their rebuttal against the complaint.
- iii. The Board will notify the unit owner of the time and location of the hearing. If the unit owner cannot be present they may submit their written appeal in their absence for Board consideration.
- iv. Hearings will be run by a quorum of the Board of Directors and will be held in Executive Session.
- v. The Board will issue a determination regarding the alleged violation within two (2) weeks of the hearing. The decision of the Board will be made by a majority vote of those present at the meeting and is final and binding on the unit owner or resident.

**D. Board authority, control and remedies:**

- i. Every Unit Owner must comply with Association provisions to maintain or repair any building exterior for which they are responsible.
- ii. If any addition, alteration or improvement is made by any owner without prior written consent of the Board, then the Board may, at its own discretion take any part of the following actions:
  - 1. Require the owner to remove the addition, alteration or improvement and restore the Property to its original condition, all at the owners expense; or
  - 2. If the owner refuses or fails to properly perform the work required, the Board may cause such work to be done and may charge the owner for the full cost thereof as determined by the Board; or
  - 3. Ratify the action taken by the owner. The Board would condition such ratification upon the same conditions that it would have imposed upon giving its prior consent under this section.
- iii. Remedies for breach or violations: All remedies for violating these Rules and Regulations are contained within the *Associations' Declaration of Covenants, Conditions and Restrictions and By-Laws*.

**III. PAYMENT OF ASSESSMENTS**

- A. Assessments are due on the first of the month and are late after the 15<sup>th</sup>.**
- B. Homeowners may choose to sign up for electronic funds transfer to automatically pay their assessment fees.**
- C. Any payment not received by the 15<sup>th</sup> will be assessed a late fee of \$25.00.**
- D. Any account that is delinquent will receive monthly statements from the Management Company.**
- E. Any homeowner in arrears more than two or more months of assessments will be turned over to collections. Any and all costs incurred in the collection process are the sole responsibility of the unit owner.**

**IV. INSURANCE**

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Unit owners must purchase insurance with building coverage on their unit at 100% replacement cost. The Association must be named as an additional insured and evidence of coverage must be provided to the Management Company annually. Failure to provide a Certificate of Insurance may result in a fine of \$5 per day until brought into compliance.