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community by
protecting our
properties.*

Midlane Club Condominium Association

Midlane Club Condominium Association Rules & Regulations

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I. OVERVIEW

As an owner of a 'Ranch Villa' condominium with unit addresses numbered 2900 through 2975 Concord Lane, Wadsworth, Illinois 60083, you are (a) member(s) of two Associations. **First**, and most important, the Midlane Club Condominium Association which is comprised of owners of the 48 condominiums in the four 'Ranch Villa' condominium buildings. **Second**, each owner in the larger community is a member of the Midlane Club Community Association.

The Midlane Club "Ranch Villas" Condominium Association (MCRVCA) is responsible for maintenance and rules for the 48 condominium units and the common areas associated with the four condominium buildings. Owners are required to pay all fees assessed by the condominium Association, and every resident of the condominiums (owners and tenants) are subject to the rules of the MCRVCA. **(Special Note: Our homeowners Condominium Association is legally identified as Midlane Club Condominium Association, but to avoid confusion with the "Community" Association – we will include "Ranch Villas" in documentation or correspondence where the MCCA referred to below is mentioned).** Effective July 1, 2023, the Midlane Club Condominium Association is managed by Riverside Management and Leasing Corp.

The Midlane Club Community Association (MCCA) (COMMUNITY ASSOCIATION) encompasses the Ranch Villa Condominiums, the Townhomes, the Courtyard Homes and the Detached Single Family Homes within the community. The Community Association is responsible primarily for the Clubhouse and Pool, plus the ponds and other minor common elements associated with the entire community. Owners are required to pay all fees assessed by the Community Association, and each person desiring to utilize the Clubhouse and Pool is subject to the rules of the Community Association. The By-Laws and Declaration for the Midlane Club (Doc # 5793633 dated June 7, 2005) are independent from those of the Midlane Club Condominium. As of July 1, 2023, the Community Association is managed by Foster Premier.

Every owner should have received, at the time of closing, a copy of the By-Laws and the Declaration of Condominium Ownership for the Midlane Club Condominium (Doc # 5793632 dated June 7, 2005). All properties in the Condominium Association are held, sold and conveyed subject to these documents as a means of enhancing and protecting the value, attractiveness and desirability of the property. These documents are binding on all parties having any rights, title or interest in property located within the four Condominium buildings.

The Midlane Club Condominium Association is managed by a five person Board of Directors (elected by the unit-owners).

This document is a synopsis of key elements in the Condominium Documents (Covenants and By-Laws). In the case of a discrepancy between documents, the Condominium documents take precedence.

II. GENERAL POWERS AND DUTIES OF THE MCRVCA BOARD

- ✚ ENGAGE THE SERVICES of a manager or managing agent
- ✚ PROVIDE for maintenance, repair, alteration, addition, improvement or replacement of the common areas for which the Condominium Association is responsible
- ✚ CONDOMINIUM ASSOCIATION INSURANCE – Obtain insurance on the condominium buildings and extended coverage and public liability on all common areas owned by the Condominium Association, and Directors & Officers liability for the MCRVCA – Midlane Club Condominium Association.
- ✚ ANNUAL BUDGET – Provide each Owner with an annual budget showing the Common Expenses of the Condominium Association.
- ✚ CONDOMINIUM ASSESSMENTS – Set, give notice of and collect Condominium Assessments from the Owners.
- ✚ PAYMENT of all expenses for which the Condominium Association is responsible.
- ✚ RULES and REGULATIONS – Adopt and, from time to time, amend such reasonable rules and regulations for the use, enjoyment, administration, management, maintenance, conservation and beautification of the common area, and for the health, comfort, safety and general welfare of the Owners. Rules adopted by the Condominium Association Board will not conflict with the Condominium Documents.
- ✚ BY-LAWS – The Board has other powers and duties included, without limitation, in the By-Laws of The Midlane Club Condominium Association.
- ✚ LIMITED COMMON ELEMENTS – Limited common elements may be found within or outside individual condo units. Although they are deemed common, their use is limited to the occupant of the unit. Examples include balconies, exterior windows and doors; and garage doors.
- ✚ EXTERIOR MAINTENANCE – Provide normal maintenance of common areas such as lawn mowing and fertilization, trimming and pruning of shrubs, flower beds and basic landscaping. Common area includes everything outside the interior walls of the units.
- ✚ SNOW REMOVAL – Provide snow plowing when the accumulation reaches or exceeds two inches from all driveways, sidewalks and front stoops.
- ✚ COMMON AREA TAXES – Payment of charges for any real estate taxes or other taxes levied on the condominium common area.
- ✚ ENFORCEMENT of the covenants, bylaws and rules of the Condominium Association that apply to all residents of the community, whether owners or lessees.

III. RECAP OF SOME COVENANTS & "RULES AND REGULATIONS" (ARTICLE 3.15 EXPANDED)

Every Ranch Villa Condominium owner is strongly encouraged to review the Declaration of Condominium Ownership for the Midlane Club Condominium, and The By-Laws of The Midlane Club Condominium Association; document **#5793632 dated 06/07/2005** for the exact rules and language. Following is a recap of some basic rules of the Condominium Association that all residents must honor to keep our community pleasant.

The Board of Directors of the Midlane Club Condominium Association, in accordance with the powers set forth in the Declaration of Condominium Ownership for the Midlane Club Condominium and The By-Laws of The Midlane Club Condominium Association, hereby adopt the following Rules and Regulations. Said Rules and Regulations shall supersede, and replace all Rules and Regulations previously adopted; but not rule against any of the provisions set forth in the Declaration of Condominium Ownership for the Midlane Club Condominium and The By-Laws of The Midlane Club Condominium Association. These Rules and Regulations are binding on all unit owners and occupants of units and their tenants, servants, employees, agents, visitors and licensees.

IV. AMENDMENT

The Board of Directors may amend these Rules and Regulations at any time, provided that written notice thereof is sent to each Unit Owner setting forth in full any such amendment. Modifications to the Declaration and By-Laws must be made in accord with Illinois condominium law.

V. BALCONIES AND PORCHES

- ✚ Residents are responsible for keeping balconies and patios clean and free from clutter and debris.
- ✚ Bicycles shall not be stored overnight on balconies or patios.
- ✚ Balconies and patios shall not be used as storage areas. No storage of flammable or bulky items is allowed. Items other than patio furniture, grills and approved outdoor plantings are prohibited.
- ✚ Only covered gas, electric grills on balconies. Charcoal grills may be utilized on concrete patios only. Residents using barbecues shall adhere to strict safety regulations.
- ✚ Unit Owners/Residents shall not litter or throw or permit anyone to throw from balconies decks or patios any waste/plant materials. Care must be taken when cleaning balconies that no dirt or debris falls on the decks or patios below. Brooms, dust mops and rugs should not be shaken out on balconies, decks or patios.
- ✚ Residents should refrain from hanging clothing, linen, or laundry of any kind on any part of the Common Areas, including but not limited to balconies, decks, patios or entryways where such items may be deemed as public display.
- ✚ Residents must provide access to the unit and to the balcony associated with the unit in order to allow the Condominium Association to make any necessary repairs when, in the determination of the Condominium Association, such access is necessary.

VI. BOARD MEETINGS AND CONDOMINIUM ASSOCIATION RECORDS

Board Meetings are open to all Unit Owners and attendance is encouraged. The time for Board meetings is determined by action of the Board from time to time and appropriate notice will be provided as required to all Unit Owners. As required by law, the books and records of the Condominium Association are available for inspection of Unit Owners for any proper purpose at reasonable times, provided that reasonable advance notice is provided to the Condominium Association.

VII. BUILDING EXTERIORS

- ✚ Antennae - Subject to applicable federal, state and local ordinances, laws and regulations, no mast, satellite dish, antennae or other structure for transmitting or receiving messages, programs or data shall be erected, permitted or maintained in or upon any part of the exterior of the Condominium Property without the prior written approval of the Board. In no event will anything be placed on the roof of a building.
- ✚ Changes affecting the appearance of the exterior of any building, such as skylights, chimneys, decorations, awnings, shutters, canopies, signs, sun shades, fans, screens, enclosures, air conditioning units or other equipment are not permitted to be made or installed in, through or upon the exterior of the building, or any door, window or roof.
- ✚ The items described in the first two paragraphs of this Section VII are NOT permitted on any of the exterior of the units facing the golf course.

VIII. EMERGENCIES

- ✚ For police, medical emergencies and in case of fire call 911.
- ✚ If the emergency is for a problem on the interior of your Unit, call an appropriate emergency repair service as listed in the yellow pages. (Unit Owners are responsible for repairs to the interior of the Unit.)
- ✚ If the emergency is in connection with the Common Elements, call the Managing Agent.

IX. DELEGATION

The Board of Directors shall have the authority and duty to enforce these Rules and Regulations, but, in their discretion, may delegate such enforcement authority and duties under these Rules and Regulations to whomever they deem desirable.

X. DISPLAYS, LAWN ORNAMENTS, SIGNS

- ✚ Alteration of unit exteriors is not permitted without Board approval.
- ✚ Personalized landscaping or other décor is permitted only when requested in writing by the owner and approved by Board.
- ✚ Any approved personalized landscaping must be maintained by the home owners. Any damage that occurs due to regular landscape maintenance is not the responsibility of the Condominium Association.
- ✚ Seasonal decorations shall not be installed any earlier than thirty (30) days before and must be removed no later than thirty (30) days after the date of the holiday.
- ✚ Seasonal lights placed on shrubs and trees must not create a safety hazard. This includes but is not limited to, cords across walkways, sidewalks or driveways. Absolutely no decorations or lighting may be placed on the Unit building roofs or along the eaves. Lights may be attached to gutters using plastic gutter clips. Any damage caused by decorations shall be repaired at the expense of the unit owner according to the "Policies and Procedures Regarding Enforcement" section.
- ✚ Decorative items/lawn ornaments are restricted to the mulched areas and/or the patio/deck area of the corresponding unit. Such items should keep with the theme of a multi-family development and should not create a hazard or nuisance. Exceptions must be approved in writing by the Board.
- ✚ Except as provided in Article Eleven, no "For Sale", "For Rent" or any other sign of any kind or other form of solicitation or advertising or window display shall be erected, maintained or permitted on the Condominium Property unless permitted pursuant to reasonable rules or regulations adopted by the Board from time to time. Without limiting the foregoing, the Board may from time to time designate an area within the Common Elements which may be used to display "For Rent" and/or "For Sale" signs of such size as shall be designated from time to time by the Board.

XI. IMPROPER USE OF COMMON AREAS AND FACILITIES

There shall be no use of the Common Areas and Facilities which defaces, injures or scars them, increases the maintenance thereof, or embarrasses, disturbs or annoys any Unit Owner or occupant.

XII. INSURANCE AND RESPONSIBILITY FOR DAMAGE

Condo insurance is a little bit different from homeowners **insurance** because you don't need to protect the outside of your **condo** (roof, exterior and more). It's called an H06 **insurance** policy and covers your interior **walls**, appliances, personal property and other valuables. Unit Owners/Residents are responsible for carrying insurance on their personal property and must carry "Walls-In" or H06 insurance for the inside of their unit, including such items as painting, paneling, carpeting, interior upgrades, cabinetry and other fixtures installed by the builder or unit owner under the provisions of the Declaration and By-Laws.

If a problem occurs in your unit that causes damage to and adjacent unit, you may be responsible for the cost of repairs to the adjacent unit. In particular water damage that occurs from water originating within ~~your~~ a unit will be ~~your~~ the responsibility of the resident or owner of the event originating unit.

XIII. FIRE ALARM/SPRINKLER SYSTEM

The Ranch Villa Condominiums are protected by an alarm/sprinkler system. The sprinkler system contains water year-round, and units must be heated to prevent freezing. For that reason, no owner is permitted to turn off the heat when away from the unit. Turning off the heat during the winter season may result in freezing of the fire sprinkler pipes, and consequent serious water damage throughout the Condominium building. All damage resulting from freezing of the sprinkler system due to failure to heat the unit will be the responsibility of the unit owner where the freezing occurs.

The City of Waukegan requires inspection of the system twice yearly. Unit owners/tenants must provide access to the inspectors. If extra costs are incurred due to the inability of an inspector to gain access to a unit, the unit owner will be assessed for the expenses.

XIV. LANDSCAPING / PLANTING / WATERING

Owners/Residents are responsible for the care and maintenance of any flowers or shrubs they plant. Planted areas must be clearly identifiable. **Every resident is required to water as appropriate the area surrounding the residence.** Residents are encouraged to schedule watering with their neighbors to maintain healthy lawns and foliage. The Condominium Association may assess owners who fail to maintain the landscape adjacent to their units with a reasonable amount of watering.

Landscaping and maintenance of the Common Areas is the Condominium Association's responsibility. The Condominium Association is not responsible for any damage to plantings installed by the Unit Owner.

The Board of Directors may assess fees for any violations. Further, any new rules may be established to insure a viable home community.

XV. LAUNDRY ROOM: WASHER & DRYER/HOT WATER HEATER/FURNACE

Laundry rooms can flood either as a result of a malfunction of any of the systems located in this room. Not every unit has a drain pan under the washer and most units have the overflow pipe running along side the water heater pointing open to the floor. In leaking events, the water just floods on to the floor and through to the lower level units. Owners/Residents must check if their washer and water heater sit on a drain pan and make sure that these are connected to the floor drain. This can be done with simple PVC tubing. In addition, the pressure overflow pipe needs to be routed to the floor drain to make sure that the water does not flood. Unit owners not in compliance with this simple preventive measure will be liable for any damages to the building structure and neighboring units should a flooding occur as a result. Residents and/or Unit owners are responsible for clearing their dryer vents from any obstruction that may represent a fire hazard to the unit or the building structure. Any damage to the building or the neighboring units will be the liability and responsibility of the unit owner determined to be the cause or origin of the damage.

XVI. LITTERING

No littering allowed at anytime anywhere in the Common Areas or the Community.

XVII. NOISE

✚ All owners, guests, tenants and occupants shall reduce noise levels between the hours of 10:00 P.M. and 9:00 A.M. so that neighbors are not disturbed. At no time are musical instruments, radios, stereos or televisions to be so loud as to create a nuisance. Sound devices in vehicles are also included and subject to the restrictions in this section.

✚ Noise levels restrictions also apply to outdoor conversations whether among two or more individuals of any age and/or individual phone or cell phone conversations.

✚ Vehicle repairs, use of power equipment, devices or machinery that cause any type of nuisance, fire hazard, or annoyance to neighbors, are prohibited.

XVIII. OFFENSIVE ACTIVITIES

No Unit Owner or occupant may use or maintain his or her Unit or the Common Areas and Facilities for any purpose or in any manner which is contrary to any applicable law, rule, regulation or requirement of any governmental authority or for any purpose which would constitute a nuisance or be offensive.

XIX. OUTDOOR EQUIPMENT AND CHILDREN'S PLAYTHINGS

No cooking equipment, lawn furniture, bicycles, children's wheeled vehicles, toys or other personal property or equipment shall be kept or left in or on the Common Areas and Facilities, except for appropriate seasonal furniture which shall be maintained and located in such fashion as to meet safety and aesthetic standards established by the Board of Directors from time to time. All equipment and furniture shall be removed from common areas immediately after use.

XX. PETS

- ✚ Each unit may have up to two (2) pets. No animals (other than dogs, cats or other animals reasonably considered to be household pets), shall be raised, bred, or kept anywhere on the Property, nor shall any animal be kept, or maintained for commercial purpose.
- ✚ All pets must be kept on a leash at all times while present in the Common Area.
- ✚ Animal owners shall immediately clean up and properly dispose of all animal feces. This includes the areas around the units and common areas.
- ✚ Pets are to be kept off landscaped/mulched areas at all times. Pets are to be kept off newly seeded/repared areas of ground until such area has been fully established with strong growth of grass. If grass areas or foliage are damaged, the unit owner will be held liable for any necessary repairs.
- ✚ Pets may not be left unattended outside of the Unit at any time. No "Tie downs" (stake and leash combinations) or housing/cages for pets are allowed on any part of the grounds, including on or under the decks/balconies. Animal runs/lines are strictly prohibited.
- ✚ No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Property or the Property of any other Resident. The Unit Owner is responsible for the actions of pets of anyone residing in or visiting the unit. Any additional costs incurred by the Condominium Association for the repair of damage, personal injuries, or additional Condominium Association liabilities (including increased insurance premiums) caused by a pet shall be assessed to the responsible Unit Owner. Pet owners are responsible for ensuring that they abide by all applicable County and city ordinances.
- ✚ All cats and dogs are required to be licensed by the City of Waukegan. Dogs and cats must have had all required immunizations. To obtain a pet license, a current rabies immunization certificate must be presented with the completed license application form for each animal. The cost for the animal license is \$10.00 for neutered pets and \$15.00 for non-neutered pets annually and may be purchased from the Collector's Office. For more information, visit <http://www.waukeganweb.net/petlicensing.html>

Pets – Enforcement of Condominium Rules Concerning Dogs

The Board of Directors of MCRVCA strictly enforces the Dog Ownership Rules and Regulations. The Board has adopted the policies contained in this notice as a result of ongoing complaints that the Board of Directors has received about the following:

- Dogs posing threat to small children.
- Dogs left outside unattended, or barking excessively.
- Damage to the grounds caused by dogs.
- Damage to the outside of the units caused by dogs.

✚ **No Exceptions Policy Concerning Dogs**

- The dog owner must be physically present at all times when a dog is outside.
- Dogs should not be tied-up or staked outside.
- Dog owners must immediately pick up after their dog when it defecates.
- The Unit Owner must pay the Condominium Association for any damage that is done to the grounds or to a unit caused by the owner's dog.

✚ **Enforcement Concerning Dogs**

- Offenders will be sent a written warning letter via electronic mail or certified regular mail.
- Offenders will be fined \$25.00 per day if their offense continues 24 hours after they receive a written warning. Those who do not pay their fine within 30 days from its imposition will not be issued a clear HOA (Home Owners Condominium Association) certificate and will be subject to legal action.

- Owners with damage to the unit or to the grounds caused by their dog will be charged an assessment against their unit. Owners with unpaid assessments cannot obtain a clear HOA certificate, which may be needed to sell or refinance a unit. Legal action to recover the assessment will also be taken against the unit owner.
- Names of all fined rule violators will be published in the Newsletter after the time to appeal the fine(s) has passed or if the offender loses the appeal.

✚ **Time for Appeal Concerning Dogs**

- The alleged offender has five (5) business days from receiving notice of the fine to request an appeal to the Condominium Association’s Board of Directors.
- The appeal must be requested in writing and delivered to the Condominium Association’s President via certified mail.

✚ **Appeal Process Concerning Dogs**

- The Board must conduct all hearings within one month from receiving proper requests for appeal.
- The offender’s fine is stayed pending the outcome of the appeal.
- A majority of the Board members constitutes a quorum for deciding appeals.
- The **accuser, if a Board member**, may not sit on the appeal.
- The **entire appeal hearing** shall not be longer than **30** minutes in length.
- The accuser and offender shall each have five (5) minutes at the hearing to present their statement concerning the charged infraction of the rules.
- The Board shall uphold the infraction and fine if it finds by simple majority that it is more likely than not that the alleged offender committed the offense.

The above policy ensures that responsible dog owners are not penalized because of the actions of a few inconsiderate dog owners. The Board of Directors has the right to review the progress of the compliance with these rules in the future, at which time further modification of these procedures may be considered.

XXI. REPAIRS / INSTALLATIONS

Unit owners are responsible for the repair, maintenance and upkeep of all doors, windows, screens and the interior of their units. Garage door maintenance and repairs, excluding exterior painting, are responsibility of the Unit Owner. Replacement or installation of doors, storm doors, windows and screens must be of similar design and construction as the original materials, or as that of the first to install the type of improvement on the same side of the building where the unit is, unless otherwise approved by the Board. Written approval by the Board is required prior to installation.

XXII. SAFETY

- ✚ Condominium garages are part of the multiple unit building. Therefore, Unit Owners are not permitted to store combustible substances in the garage. This would include any flammables or materials that emit offensive odors (i.e., gasoline, turpentine, paint, etc.). Extreme care should be taken if using these substances in your individual unit. Nothing should be stored in any part of the building that might create an unreasonable danger of fire or explosion or might create harmful or offensive fumes.
- ✚ Barbecuing in garages is prohibited.
- ✚ Car engines must not be run in the garage any longer than necessary. No engines, motors or power generators of any kind shall be started or run in closed garages. Cars should not be backed into garages.
- ✚ Electrical equipment must be properly wired following current electrical code and plugged into sockets. Do not leave appliances such as dishwashers unattended during operation. Avoid possible dishwasher flooding by shutting the dishwasher lead-in valve under the sink if leaving for an extended period.
- ✚ Unit water heaters have an average life expectancy of 10 years. It is recommended that owners replace their tanks in the tenth year. Tanks that burst can cause damage to units below with resultant liability for the unit owner causing the damage.
- ✚ Waterbeds are prohibited.

XXIII. SELLING/BUYING A UNIT

- ✚ The prospective seller must notify the Board of Directors and the Property Manager in writing at least 30 days in advance when planning to sell, providing the name and phone number of the seller's realtor. Please also consider advising other owners, as they might know someone interested in buying the unit.
- ✚ The seller must furnish their realtor or listing agent with a copy of the Declaration of Condominium Ownership and a copy of the current Rules and Regulations.
- ✚ Before the closing can take place, (a) the buyer must arrange for all prospective occupants of the unit to be present at an in-person interview with the Board,
- ✚ House sales and/or Open Houses may be conducted only if the Board is satisfied that security measures are adequate. If an Open House is to be held by the seller's realtor, the realtor must check with the Property Manager as to the proper procedure for having an Open House.
- ✚ The seller is responsible for accounting for all common-area keys issued (if applicable). At the time of the sale, common-area keys should be turned over to the Board or the Property Manager so that they can be reissued to new owner.

XXIV. TENANTS - NON-RESIDENT UNIT OWNERS – LEASES – RENTALS

- ✚ Non-Resident Owners shall provide the Board with their permanent residence address, e-mail address, and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a Common Expense. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the right of any such Owner caused by any delays in receiving a notice resulting there-from.
- ✚ Every Owner intending to lease a Unit or renew a lease agreement shall give a prior notice of one (1) month to the Board of such intention, whereupon the Board shall provide the Owner with the MCRVCA Rent/Lease Packet which shall include but not be limited to the Lease Rider, the prospective tenant(s) information form, and the Rules Acknowledgement Tenant/Landlord forms, which will need to be submitted to the Board together with a copy of the current City Rental License, the confirmation that background checks will be performed on all proposed tenants age 18 or older. These and other pertinent requirements must be added to the lease agreement to be signed by all parties executing the lease after the Board's approval of the proposed lease.
- ✚ Every lease shall be in writing and shall be subject in all respects to the provisions of the Declaration, By-Laws and Association Rules and Regulations of the Condominium Association. The Board must be given a copy of the lease at least ten (10) days prior to proposed occupancy by the tenant. The Condominium Association may undertake a background check of the Tenant if the owner does not provide one with the proposed lease. **No lease may take effect until the Condominium Association has approved the Tenant.** *The Declaration (Doc # 5793632 dated June 7, 2005) prohibits lease terms for less than a six-months.*
 - Each Owner shall be responsible for providing his or her tenants with copies of the Declaration, By-laws and Association Rules and Regulations. Any expenses incurred by the Condominium Association in obtaining these documents shall be assessed to the responsible Owner as a Common Expense.
- ✚ The owner will provide a National Criminal Background check for all proposed tenants 18 years of age and older.
- ✚ New Lease Agreements and Lease Renewals must include the following information:
 - A complete list of all persons who will be residing in the unit?
 - Updated contact information
 - Updated motor vehicle information, i.e. make and license of all vehicles that will be parked overnight
 - Number and approximate size of pets, kind and pet restriction rules acknowledgement signed by Lessor(s) and Lessee(s)
 - Include a notice that the Association is only approving the rental for the people disclosed in the updated application. If the tenant wishes to add a resident or residents during the term of the approved lease, they need to submit a new application to the Association, and the Association has the right to refuse approval of the additional residents.

- The Association will take legal action to evict any tenants of a unit when the unit owner permits occupancy of the unit by a tenant, but who has not complied with the Association approval requirements for the leasing of their unit(s).

✚ **Vehicles belonging to lessees:** Lessees will be approved to park only the number of vehicles that can be accommodated in the garage plus the one driveway position of the unit. Vehicle parking is ruled by the Condominium Declaration (Doc # 5793632 dated June 7, 2005).

✚ If tenants are found in violation of any provision of the declaration, By-Laws or Rules and Regulations, the Board, in its discretion, shall determine what action or actions should be taken against the Owner or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease and evict the tenant.

✚ **Lessee Guests:** Any guests staying in a unit for periods exceeding two (2) weeks must be registered in advance and approved by the Board at least 30 days before their planned visit.

✚ **Move-In & Move Out:** Residents must notify the Board when Move-In or Move-Out is planned. Time permitted for this activity must be between 8:00 AM and 7:00 PM.

✚ **Renters Insurance**

It is recommended that tenants of rental property have insurance to avoid the large financial burden in the event of fire or other disasters. Renters can obtain rental insurance for a nominal fee.

✚ **Rental Property**

All owners of rental housing properties within the City of Waukegan, except those properties of two units or less in which the owner resides, shall be required to be licensed by the city collector and licensing official. For rental license and inspection fees, please contact the City of Waukegan Collectors Office at 847-360-0334.

All rental residential property shall be subject to inspection. Initial and subsequent annual licensing inspections shall include the building exterior, interior, and common areas for each residential unit.

All owners of rental housing properties in the City of Waukegan shall be required to register with the City Collectors Office. <http://www.waukeganweb.net/rentallicense.html>

XXV. TENANT RESPONSIBILITIES

✚ All tenants, residents and guests residing whether permanently or temporarily in the units are bound by the covenants set forth in the Association's legal documents and by the Association rules approved by the Board and its Association members.

✚ All tenants, residents and guests residing whether permanently or temporarily in the units have the responsibility to care and maintain the common area immediate to their unit. These responsibilities include but are not limited to watering the lawn, shrubs and trees, cleaning and picking after their pets and appropriately disposing of solid waste to prevent drain pipe clogging or sewer backup. Landlords must make sure that tenants are provided with a garden hose and sprinkler equipment for lawn and shrub watering purposes.

XXVI. VEHICLES – PARKING (SEE ARTICLE 3.17) – VEHICLE STICKER

✚ City of Waukegan Ordinance 21.247 requires all vehicles registered with the Secretary of State, State of Illinois to an address within the corporate limits of the City of Waukegan, to display a valid City vehicle sticker. This means that even if the vehicle is not physically in Waukegan, it must display a valid City vehicle sticker. The address appearing in the Secretary of State's records for the vehicle is the criterion and the owner of record is responsible for obtaining the sticker. <http://www.waukeganweb.net/vehiclelicense.html>

✚ Only abled cars, SUVs and standard unmarked pick-up trucks may be parked outside overnight. Residents should park their cars, SUVs or standard trucks in their garages and/or in the space directly in front of their garage door. Commercial vehicles, cars, pick-ups with any commercial signage, big-wheel trucks, semi cabs, moving vans, boats or rafts, recreational vehicles, campers or wagons, trailers, hauling trailers, storage pods/containers/enclosures, any non-standard motor vehicle, any disabled or abandoned vehicle, whether otherwise mentioned, defined or not herein and/or motorcycles, in may not be parked overnight outside a garage. These type of vehicles may only be parked in any Association Common Area temporarily while being readied, loaded or unloaded by a resident and may not be parked regularly in any common area driveway or guest parking space.

- ✚ Placing storage pods/containers in any driveway or parking space for more than 12 hours requires advance board approval. Repairs for any damage done to the driveway by placement of these containers will be assessed to the unit owner.
- ✚ Each resident should park in their garages and/or in the space directly in front of your garage door.
- ✚ Parking is permitted on paved areas only. Guests are encouraged to park on the street. Nobody has an exclusive right to park in the common area driveways. Those spaces that are mistakenly considered parking, are actually turn-around areas to allow vehicles to turn around or to maneuver in tight places when coming in or out of garages ... specially for those that have the corner end units. Residents having a 'special event' with overnight guests and/or more than 6 vehicles parked must notify the management company.
- ✚ Commercial vehicles, cars or pick-ups with any commercial signage may be parked only during the provision of the services of the company being advertised or for the purpose of delivering materials to be used in the actual and bona fide repair, alteration, remodeling, or construction of any building or structure in the community for which a building permit has previously been obtained. Big-wheel trucks, and/or motorcycles may only be parked outside temporarily during daytime hours.
- ✚ Parking in the common driveway areas presents a safety hazard for emergency vehicles, and it is prohibited. Please park in designated parking spaces in front of your unit's respective garage door, or on the street.
- ✚ No parking is allowed on any area that blocks or prevents access to / by emergency vehicles, utility crews, law enforcement personnel, snow removal services, public works crews, handicapped individuals, owners' respective units; or on any area or space that compromises the safety and welfare the local residents and/or the general public.
- ✚ Vehicles or objects parked in violation of these rules or obstructing traffic during a "Snow Emergency" may be towed away at owner's expense.
- ✚ Any damage to the driveways, pavement, community grounds or common property caused by leaking oil or chemicals from or due to the presence of vehicles or any other type of equipment or container, will be assessed to the responsible unit owner.
- ✚ Violations will incur a \$25.00 per incident, per day fee. Property damage, accidents and/or personal injuries arising from the presence of non-standard vehicles in the common areas will be the sole responsibility of the unit owner in violation of this rule.
- ✚ Parking on the street is subject to the Parking Rules and Ordinances of the City of Waukegan, Illinois.

XXVII. VEHICLES – SNOW REMOVAL

Snow removal requires vehicles to be moved to aid the snow removal contractors in their job. Residents who will be away during snow times must arrange to have a neighbor move their vehicle(s) at the appropriate times for snow removal procedures to be performed.

XXVIII. WASTE DISPOSAL

- ✚ All garbage must be placed in the receptacles provided by the contracted disposal service. Excess garbage must be placed in plastic bags and tied securely to prevent spills. All garbage receptacles including recycling bins, must be kept **inside the unit** at all times (this means within the unit's garage) except when placed at curbside for pick-up. Garbage cans can be placed curbside after 7:00PM the night before pick-up and must be placed back within your unit as soon as possible but not later than 7:00PM on pick-up day. If you need assistance to meet these deadlines, please work with your neighbors to ensure compliance. Violators will incur a \$25.00 per incident, per day fee.
- ✚ Cardboard, paper and other items accepted for recycling must be securely tied or bagged. Boxes must be broken down or flattened.
- ✚ Typical holidays where garbage pick up will happen the day following the normal scheduled pick up day are: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day.

XXIX. WATER & SEWER

- ✚ Water bill is paid by the Condominium Association and covered by the monthly association dues. Residents are expected to water the lawn, the bushes, trees and plantings surrounding their unit.

- ✦ Sewer lines are connected within the building and improper disposal of solids through them affects all units sharing the building. Disposal of food, solid or coarse waste, chemicals and/or any other hazardous matter through the toilets or pipes that feed the sewer lines is prohibited. NOT to dispose of any type of wipes through the toilet; those include Baby Wipes, Floor Cleaning Wipes, Disinfecting Wipes, Facial Cleansing Towelettes, Kitchen Wipes, Cotton, Sanitary Napkins, diapers, bandaids, Car Wipes, or any sort of material that is not considered toilet paper. NO WIPES OF ANY SORT AT ALL.

XXX. WAUKEGAN

- ✦ Our community falls under the jurisdiction of the Waukegan Housing Authority. A Housing Guide can be reviewed at <http://www.waukeganweb.net/onlinehousingguide.html>

- ✦ **Code Compliance and Enforcement**

The City of Waukegan has adopted city codes specifically designed to address blight, nuisances, and to maintain a clean environment for all citizens in our community. The city of Waukegan helps maintain and improve the quality of the community by administering a fair and unbiased compliance program to correct violations of municipal codes. Visit <http://www.waukeganweb.net/index.aspx?nid=115>

- ✦ If you require general info about the Waukegan Code Compliance Department, please call 847-625-6860.

Waukegan Housing Code: <http://www.waukeganweb.net/index.aspx>