

- h) All Tenants shall agree, by executing a writing in the form hereto as Exhibit E, on behalf of themselves and their family members, guests and invitees, to comply with all applicable provisions of the Governing Documents in all respects: if any Tenant(s) fail(s) to execute the required Exhibit E, and/or to otherwise materially comply with any provisions of the Governing Documents, the Association shall give written notice of such violation by certified mail to both the Tenant(s) and Owner. The referenced Notice shall provide for a hearing with respect to the violation, to take place on a specified date, time and place not less than thirty (30) days thereafter. If the Tenant fails to cure the violation or respond to the notice prior to the hearing in a manner that the Board, in its sole discretion, deems satisfactory, such failure/violation shall also be deemed a material breach and/or default by Tenant of the lease. As a result of any such violation or default, the Association may initiate a Forcible Entry and Detainer action against the Tenant and/or Owner. As an alternative, the Association may seek a restraining order, mandatory injunction, or other remedy against the Tenant and/or the Owner to prevent the Dwelling Unit from continuing to be occupied by a particular person(s). All attorneys' fees and court costs incurred by the Association to enforce this provision or any other provision in the Declaration, By-Laws or Rules and Regulations against an Owner and/or any Tenant shall be charged to the Owner of the Dwelling Unit and if such costs and fees are not paid, they may be collected using all the remedies available for the collection of delinquent assessments pursuant to the Declaration. The Owner of a Dwelling Unit may be held jointly and severally liable for any damages incurred by the Association as a result of a violation of any provision of the Governing Documents by a Tenant.
- i) All Owners with Tenants(s) residing in their Dwelling Units pursuant to an existing written lease must comply with all the provisions of these Rules and Regulations at such time said lease is renewed or extended or when Owner leases to another Tenant, whichever first occurs. Such Owner shall provide a copy of any existing written lease in effect as of the date these Rules and Regulations are enacted by the Board within thirty (30) days of such enactment, in order that the Association may monitor compliance with the terms thereof. No oral or verbal leases are permitted.

These Rental Rules were originally adopted by the Board as of July 23, 2008, and revised herein.

17. TRANSFER OF OWNERSHIP

- a) It is required that when selling their Dwelling Unit, the present Owner(s) (seller(s)) supply the new Owner(s) (buyer(s)) with copies of the Declaration, By-Laws and Rules and Regulations of the Association so that they are aware of the provisions contained therein. Exhibit D.
- b) It is required that when selling their Dwelling Unit, the Present Owner(s) supply the Board and/or the Management Company with the names and addresses of the new Owner(s), as well as a forwarding address and telephone numbers for themselves.

18. VIOLATIONS, REMEDIES AND FINES

- a) REPORTING – Any Owner of the Association may report a violation of these Rules and Regulations by contacting the Management Company. All reports of violations should be in writing. See Exhibit A
- b) NOTIFICATION – Notice of a claimed violation by the Board to an Owner or tenant will be given in writing and shall be deemed sufficient when mailed in the U.S. mail addressed to the Owner or tenant by the Management Company. See Exhibit B
- c) REMEDY
 - 1) Any Owner or Tenant who has received notice of a violation may forward information or a protest to the Board, or may request a hearing before the Board or its appointed panel to defend him/her self on any charge of a violation. Such hearing must be requested in writing within 14 calendar days of the date of notice of the violation. See Exhibit B, page 2. The Board, or its appointed panel, will have final determination in all matters. The Board also has the right to request a hearing if necessary to evaluate a claim of violation. Failure of an Owner to request a hearing within the above timeframe shall constitute a waiver by the Owner of a hearing.
 - 2) Any Owner or Tenant erecting or responsible for the erection of a structure or any modification that is in violation of the provisions on Architectural Control shall be required to remove said structure, and/or restore it to its original condition. If it is not properly restored, the Board may have the work done and assess the Owner/Tenant for such costs.

- 3) In the event of a violation or breach by an Owner or Tenant of the provisions, covenants or restrictions of the Declaration, By-Laws, or these Rules and Regulations, upon not less than ten (10) days written notice to the Owner, the Board shall have the right to enter upon that part of the Property where the violation or breach exists to remove or rectify the violation or breach; provided that, if the violation or breach exists within a Dwelling Unit, judicial proceedings must be instituted before any items of construction can be altered or demolished.
- d) FINES
- 1) If an Owner or Tenant is found liable of a violation, the Management Company will notify the Owner in writing and a fine will be charged to the Owner or Tenant. Exhibit C.
 - 2) While it is the Board's view that fines shall not normally be necessary to enforce these Rules and Regulations, in the event that the Board deems that the only or the most effective way of obtaining compliance by an Owner/Tenant to the Rules and Regulations, fines may be assessed. Fines shall begin at Twenty-Five Dollars (\$25.00) for a first violation. A second violation for the same offense will be a \$50 fine and will increase to \$100.00 with repeated infractions.
- e) LEGAL
- 1) In cases where the Board determines a violation, where it will result in a risk to the safety, health and welfare of the Association or its members or guests, the Board reserves the right to issue a \$25 fine for a first violation without prior warning and subsequent fines of \$50 and \$100 in addition to all legal fees incurred by the Association as a result of the violation.
 - 2) In the event the Board determines a complaint warrants legal action, the Board will refer the complaint to the Association's attorney. All legal expenses will be assessed against the Owner. Any of the fines set forth can be waived or modified at the discretion of the Board.
 - 3) The Owner/Tenant in violation of the Rules and Regulations or responsible for such violation will be required to pay all necessary and reasonable costs, expenses, fees including reasonable attorney's fees, incurred by the Association in enforcing the Rules and Regulations contained herein.

These Violations, Remedies and Fines Rules were originally adopted by the Board as of October 24, 2007, and revised herein.

19. AMENDMENTS

The Rules and Regulations may be amended as deemed appropriate by the Association's Board of Directors.

**Somerfield Homeowners Association
Witness Statement Alleging Violation**

Please complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.
(Please print or type)

Information concerning witness to violation:

Complainant's Name Address Phone

Names, addresses and phone # of any other witnesses

Information concerning alleged violator:

Violator's Name Address Phone

Information Concerning Violation:

Violation Date Time Location

Section(s) of Declaration, By-Laws or Rules and Regulations which was involved.

Witness' Observations:

Were any photograph or sound recordings made: Yes No

Include all tapes, photographs and details, i.e. vehicle model, color, license numbers, etc with this form and forward to the Association's management company.

I have made the above statements based on my personal knowledge and not upon what has been told to me. I will cooperate with the Association and its attorneys to provide additional statements or affidavits and, in the event a hearing or trial is necessary, I will appear to testify as a witness.

Signature: _____ Date: _____

**Somerfield Homeowners Association
Notice of Violation**

To: _____

Date: _____

Re: Violation of Declaration, By-Laws or Rules and Regulations

You are hereby notified, as the Owner of the Dwelling Unit at _____

Bolingbrook, Illinois that you are charged with the following violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions complained of occurred on or about _____ and are described as follows:

The Association is governed by its Declaration, By-Laws and various Rules and Regulations which you are charged with violating. Under the Association's Rules and Regulations, you may request a hearing in writing within 14 calendar days from the date of this notice. The Board or its appointed panel will have final determination.

If a violation exists which has not already been corrected and you fail to make an appropriate correction, the Association may execute its right to correct the violation at the violator's expense.

Sincerely,

Somerfield Homeowners Association

**Somerfield Homeowners Association
Notice of Violation
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Hearing Request

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____ alleging a violation of the Declaration, By-Laws or Rules and Regulations of the Somerfield Homeowners Association.

Signed

Signed

Upon receipt of the above completed form the Association will complete the following information and return to you:

Location of Hearing _____

Date of Hearing _____

Time of Hearing _____