

The Legacy Condominium Association

Resident Handbook

Rules and Regulations of the Association

Adopted September 2014

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Introduction

Welcome to The Legacy Homeowners Association.

We hope you will enjoy living here!

The Legacy Homeowners Association is a planned community of families living closely together. This Resident Handbook, also known as the “Rules and Regulations” or “Rules,” includes policies, procedures, rules, a Schedule of Fees and a Schedule of Fines, all of which are designed to ensure mutually comfortable surroundings and security and promote enjoyment and harmonious living for all residents.

These Rules are to be used in conjunction with the State of Illinois Condominium Property Act, DuPage County and Glen Ellyn zoning regulations, and The Legacy Condominium Association Declarations and By-Laws. The Legacy Board of Managers reserves the right of interpretation of this document and the right to amend these Rules from time to time.

Unit Owners are responsible for knowing and observing all of the provisions of the Condominium Declarations and By-Laws, as they may be amended from time to time, as well as these Rules, including any new or modified fines and fees. Unit Owners are also responsible for ensuring that their family members, guests, visitors, renters, contractors and any other person on the Property at the invitation or permission of any Owner are aware of and abide by the Declarations, By-Laws and these Rules, including any Rules, fees or fines that may be added or modified by the Board.

The Board hopes that these Rules will provide a reasonable balance between exercise of personal freedoms and community stability, and that the Rules will help maintain standards that will more likely result in appreciation of the value of our homes in the future. Acceptance of these obligations by all members of the community will lead to something we all desire – a pleasant and harmonious community.

Regards,

The Legacy Board of Managers

ADVERTISEMENTS & SOLICITATIONS

Residents shall not distribute flyers, circulars, or mailers relating to the conduct or operation of any business. Door to door solicitation is strictly prohibited. The Board of Directors or the Property Manager may, however, occasionally distribute notices or informational materials.

No "For Sale" or "For Rent" signs or other window displays or advertising shall be maintained or permitted by any Resident within or outside Units, in any common areas, in front of The Legacy, or on any part of The Legacy Property.

Where a Unit Owner plans a realtor Open House or similar event, a sign advertising such Open House may be displayed temporarily as described in the "Open House" section of these Rules.

ASSESSMENTS & COLLECTIONS

Monthly assessments, special assessments, fees, charges and fines are due and payable by the first day of each month. Assessment payments are considered late if not paid by the 10th day of the month, regardless whether an invoice, billing statement or coupon book has been provided to the Unit Owner.

Assessment payments must be made payable to *The Legacy Condominium Association*. The payments should be mailed to The Legacy's Property Manager at the following address:

**The Legacy Condominium
Association** c/o ACM
3041 Wood Creek Drive Ste 100
Downers Grove, IL 60515

The Board may provide for an alternative electronic payment process for automatic withdrawal from an account designated by a Unit Owner. Instructions to enroll in this process are available from the Property Manager.

A late payment fee as detailed in the Schedule of Fines attached to these Rules will be assessed against a Unit Owner if the full assessment payment is not received by the 10th of the month.

If a Unit Owner fails to pay in full any assessment, fine or other charge within 30 days of its initial due date, the delinquent Unit Owner account will be referred to the Association's attorney for any necessary legal proceedings to collect amounts due and owing.

Unit Owners in default are responsible for any attorneys' fees and costs incurred by the Association in collecting past due assessments and other charges. The Board and its attorney may collect, evict, foreclose, or take any or all actions available against a delinquent Owner from among those offered by Illinois statute, the Declarations or By Laws.

If any payment to the Association for an assessment, fine or other charge is returned by a financial institution or otherwise not honored and the Association is assessed a service charge/fee for such returned payment by the financial institution, such service/charge fee will be charged back to the Unit Owner's account.,

Please note that in the Board's sole discretion, any and all payments made by a Unit Owner may be applied first to cover any late payment charges, service charges, legal fees, fines or any outstanding assessments, before the payment is applied to the current month's assessment.

BALCONIES, TERRACES & DECKS

Concrete balconies, terraces and wood decks are limited common elements for the exclusive use of the Unit Owner. Unit Owners are solely responsible for any damage that occurs to balconies, terraces or decks that is caused by the Unit Owner or guests, tenants or invitees of the Unit Owner. Any alterations or repairs to balconies, terraces or decks must be approved in advance by the Board in writing.

Residents shall not display hang, or store clothes, sheets, blankets or the like on balconies, terraces or decks, where such items may be visible. Balconies, terraces and decks may not be used as additional storage areas. Residents shall not make any attachment to balconies, terraces or deck surfaces, railings, or surrounding building surfaces on and around the balcony, terrace or deck, or which may extend beyond the edge of the balcony, terrace or deck, for any reason.

Standard sized barbeque grills and other cooking devices are permissible on balconies, terraces and deck areas. Residents shall maintain all grills and cooking devices in clean and working order. Residents shall use covers on all grills and cooking equipment, wherever feasible, to limit noxious orders and smoke. Excessive smoke from outdoor grills and cooking devices is strictly prohibited.

Appropriate outdoor furniture such as tables and chairs are also permitted on balconies, terraces and decks, as are reasonably sized potted plants and planters. Consideration should be given to the weight of furniture and plantings such that the number and placement of items does not impair the structural integrity of balconies, terraces and decks. Residents must take care to secure all such items in the event of storms or high winds.

Any rugs on balconies, terraces and decks must be of a neutral color and must be removable. No permanent or semi-permanent floor coverings (e.g., those installed with latex sealant or other adhesive) may be installed on balconies terraces and decks unless approved in advance by the Board in writing.

Residents shall not throw or permit to let fall, intentionally or unintentionally, objects of any kind (including cigarette butts) from balconies, terraces or decks. Unit Owners are responsible for any damage that occurs as a result of any objects that fall, drop or are dumped from their balconies, terraces or decks. Likewise, Unit Owners are responsible for any damage that might be caused by excessive plant watering or excessive water flow over the side of balconies, terraces or decks.

BICYCLES, TRICYCLES, SKATEBOARDS & ROLLERBLADING

Bicycles and tricycles are to be stored in the Tower garage within an individual Townhome Unit's garage. The Association, Board and the Property Manager do not assume any responsibility for loss or damage to stored bicycles and tricycles; storage is strictly at the owner's risk.

Bicycle and tricycle storage in the Tower garage is limited to those owned by Residents. Guests' bicycles and tricycles may not be stored in the Tower garage. It is the responsibility of each owner to secure his/her equipment with a strong lock to prevent theft or unauthorized use.

Bicycles, tricycles, skateboards and rollerblades may not be stored in the Tower Mail Room, any Common Areas, and may not under any circumstance be locked or leaned onto any structure in the Common Areas, including Unit Owner's balconies, terraces or decks.

Skateboarding and rollerblading in the Common Areas and Tunnel is not permitted.

Unit Owners are responsible for any damage to Common Areas caused by their bicycles, tricycles, skateboards and rollerblades. Unit Owners also bear responsibility for damage caused by their visitors' or renters' equipment.

BOARD OF DIRECTORS

The Board, as defined in Section 1.03 of the Declarations, will consist of three members. In order to achieve equitable representation for both Tower and Townhome Units, every effort should be made to have one member of the Board to be a Tower Unit Owner and two members of the Board to be Unit Owners of Townhome Units.

COMMERCIAL ACTIVITIES

No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designated for profit or otherwise, shall be conducted, maintained, or permitted on any part of the Property. This restriction shall not prohibit a Unit Owner from:

- Maintaining a personal professional library in his/her Unit;
- Keeping personal, business or professional records or accounts in his/her Unit; or
- Handling personal, business or professional telephone calls or correspondence from his/her work.

COMMON ELEMENTS

The Common Elements of The Legacy are defined in the Declaration as all portions of the Property, except the Units, including Limited Common Elements, unless and to the extent otherwise specified in the Declaration., Common Elements are owned by all Unit Owners in the proportion set forth in the Declaration. Areas such as the courtyard, the underground drive and exterior parking areas, as well as sidewalks and exterior stairways are examples of Common Elements. The exterior surfaces of Buildings, including roof surfaces, are also Common Elements.

Nothing shall be altered or constructed in or removed from the Common Elements, except with the prior written consent of the Board. Owners shall be entitled to construct and install a roof deck on their Unit as long as it is in conformity with the original design and specifications of the existing roof decks on other Units. Any such plans and specifications shall be submitted to the Board for written approval before any such work may commence.

Residents shall not make any attachment to exterior Building surfaces, structure or surrounding Building surfaces. No awnings, canopies, pergolas or shutters may be affixed to the exterior Building walls. Sunshades may only be affixed to the ceiling of a pergola, not the exterior walls of a Unit, and may be installed only after written consent of the Board.

Satellite dishes or antennas may not be installed on the Common Elements without the prior written consent of the Board. Satellite dishes, of one meter or less in diameter, or antennas may be installed on portions of property within the owner's exclusive use or control, such as Limited Common Elements, with prior written notification to the Board at least five (5) days in advance of installation and subject to the following:

(a) To protect the health, safety and welfare of the residents, the Board strongly suggests that satellite dishes 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. If at all possible, please attempt to use existing wires.

(b) 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.

(c) 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.

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

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

(f) 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 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.

(g) 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.

(h) 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. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. There shall be no lounging, loitering, smoking, children playing, pets playing or storage of any items in the Common Elements of The Legacy. No long-term parking of baby carriages, playpens, bicycles, wagons or toys is permitted in the Common Elements. No benches or chairs are permitted on any part of the Common Elements, except as may be approved by the Legacy Landscaping Committee, as described in the "Landscaping" section of these Rules.

The Association, Board and Property Manager are not responsible for any personal property that Residents may place into the Common Elements. Items left in the Common Elements for extended periods shall be subject to removal at the sole discretion of the Board, after written notice has been provided to the Owner and/or affixed to the item, if the Owner is unknown, and the Owner has failed to remove after a reasonable amount of time specified by the Board.

COMPLAINTS

Unit Owners are responsible for knowing and observing all of the provisions of these Rules. Unit Owners are also responsible for ensuring that their family members, guests, visitors, renters, contractors and any other person on the Property at the invitation or permission of any Owner know and follow these Rules. Any violation of these Rules by a Unit Owner's family members, guests, visitors, renters, contractors and other workers will be treated as a violation of the Rules by the Unit Owner.

In the event of any problems between Residents or Rule violations by Residents, the respective parties are requested to attempt to resolve matters directly in a friendly, cooperative manner. If such attempts are unsuccessful, the problem should be referred to the Property Manager in writing.

Where a dispute is brought to the Property Manager's attention, attempts may be made to resolve the matter informally. The Property Manager may also refer the matter to the Board for immediate commencement of a formal hearing and disciplinary proceeding.

The Property Manager also may refer the issue to The Legacy Rules and Regulations Committee for a determination regarding whether a Rule violation has occurred. The process is described in the "Violations" section of these Rules.

CONSTRUCTION GUIDELINES

Any Unit Owner may make alterations, additions or improvements within his or her Unit without the approval of the Board, subject to the following:

- With any remodeling projects, Unit Owners shall not impair the structural integrity of any Building and shall not allow any construction activity which would structurally change any portion of the Building.
- No Unit Owner shall overload the electric wiring in any Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the sole judgment of the Board, an unreasonable disturbance to or risk to the safety of others.
- No modification or relocation of sprinkler system elements will be allowed.
- It will be the Unit Owner's responsibility for securing all building permits, licenses and permissions as may be required by any public authority having jurisdiction over any remodeling project. Prior to the commencement of any project work, the Unit Owner shall furnish copies of any permits, licenses or permissions to the Property Manager upon request.
- Hours for construction, remodeling or other noise-producing work is restricted to Monday through Friday, between the hours of 8:00 AM and 4:00 PM.
- Contractors may not store materials within the Common Elements and are to haul all debris in covered containers.

DAMAGES

Unit Owners are liable for, and responsible to pay for, any damage to the Common Elements, Limited Common Elements or to other Units that may be caused by the actions of the Unit Owner, the Unit Owner's family members, pets, guests, visitors, renters, contractors or other workers. Such Unit Owners shall pay for any damage or any maintenance, repair or replacement expenses, as may be determined by the Association, to the extent such costs are not otherwise covered by the Association's insurance.

EMERGENCIES

All emergencies should be reported by calling 911 if the emergency could endanger any person or the Buildings. In case of emergency, the Property Manager or other persons authorized by the Board may enter any Unit immediately.

EXTERIOR APPEARANCE, ATTACHMENTS & WINDOWS

Residents shall not display, hang, store or use any items inside their Unit where it may be visible from outside the Unit including, but not limited to, clothing, sheets, blankets, laundry or other items. Unit Owners are not permitted to drape the interior side of windows with any material except drapery cloth, shades or blinds. For continuity it is required that the exposed side of all draperies or window coverings installed by Unit Owners within their respective Units be of a neutral color and material.

No signs are permitted, whether displayed in a window or outside a Unit, including, but not limited to "For Sale" signs, "Open House" signs, "For Rent" signs, or similar signs, advertising, political or other displays. Hanging of wind socks, chimes and hammocks is prohibited.

Residents may place on the external side of their Unit doors unobtrusive objects that have personal religious or spiritual significance, provided such objects are not offensive to a person of reasonable sensibilities.

Residents may place temporary holiday decorations on the outside of their Units for a period of 14 days before a holiday and 14 days after the holiday. No decoration can be used that is considered a fire hazard or otherwise hazardous to the Buildings or the exterior of the Unit. Decorations also must not be visually or audibly obtrusive to other Residents. Decorations left in place after 14 days may be removed after written notice has been provided to the Owner and/or affixed to the item, if the Owner is unknown, and the Owner has failed to remove after a reasonable amount of time specified by the Board.

Limited Common Elements such as balconies, porches and decks shall be kept free and clear of rubbish, debris and other unsightly materials. Residents shall refrain from storage of excessive items in the Limited Common Elements, or storage of any items that present a fire hazard or are otherwise hazardous to the Buildings or the exterior of any Unit. Each Unit Owner shall be responsible for interior and exterior window washing.

HOUSEKEEPING

Unit Owners shall maintain their Units in good condition, order and repair at their own expense. All Owners shall maintain their Units in such a manner that plumbing is free from leaks.

Residents shall maintain Units in such a manner that noxious odors, smoke, pests or other offenses do not affect neighboring Units. No dangerous, unlawful, noxious or offensive activity shall be carried on in any Unit which may be or become an annoyance or nuisance to the other Unit Owners or cause damage to other Units.

Residents shall not sweep, shake or throw any matter out of the windows or doors, or off balconies, terraces and decks. Rug shaking, dust mop shaking or emptying of buckets out of windows or doors, or off balconies, terraces or decks is strictly prohibited.

During the winter months, in the event of an extended absence (more than 10 consecutive days) from your residence, Unit Owners are strongly encouraged to have a neighbor, friend, or professional vendor inspect the Unit on a weekly basis for, including but not limited to, water leaks, water damage and evidence of frozen pipes. Inspections should include turning on all faucets and outlets of running water to insure they are in good working order. Unit Owners

are hereby notified that failure to have their residences inspected as described above may lead to serious structural and other damage to the Unit which may prove costly for both the Unit Owner and the Association.

INSURANCE

Although the Board of Directors maintains insurance on the Buildings and Common Elements, coverage for individual Units is not included. The Association insurance does not cover, for example, the contents, fixtures, furnishings and improvements in a Unit. Also, the Association does not insure for accidents occurring within any particular Unit. For this reason, each Unit Owner at his or her individual expense shall purchase and maintain at all times adequate Liability and Compensatory Replacement Cost (property) insurance coverage on their respective Units.

All Unit Owners shall provide, upon request by the Board or the Property Manager, proof of insurance coverage in the form of a Certificate of Insurance, copy of a policy declaration page or a copy of the policy itself (so long as the documentation specifies the amounts and types of coverage on the Unit). Proof of coverage shall be provided within 10 days of the request for such documentation, and upon renewal of the policy. If a Unit Owner fails to provide in a timely manner the requested proof of insurance coverage, the Owner shall be subject to fines at the discretion of the Board.

Nothing shall be done or kept in any Unit or in the Limited Common Elements associated with a Unit which will increase the rate of insurance on any Building. No Unit Owner shall engage in any activity or permit anything which will result in the cancellation of insurance on any Association Building or contents thereof.

LANDSCAPING

If a Unit Owner wishes to enhance any landscaping in the Common Element areas adjoining his or her Unit, the Owner may do so at his or her own expense, but only upon approval of The Legacy Landscaping Committee. The Legacy Landscaping Committee will review any Unit Owner landscaping plan to ensure that any earth movement will not interfere with existing irrigation or drainage systems, and to ensure that any new plant material will maintain overall balance with existing plants and esthetics. Similarly, The Board of Directors must approve any addition of any yard art, decorative artifacts, structures, statuary, benches or other material to Common Element areas.

The Legacy Landscaping Committee will communicate with any contractor the Association retains for landscaping work. Any and all concerns that Unit Owners may have regarding landscaping such as new plantings, pruning or trimming of existing plants, or irrigation, should be brought to the attention of The Legacy Landscaping Committee. Unit Owners should not communicate directly with the Association's landscaping contractor.

LEASING OF UNITS

All leases are subject to the requirements of Section 3.07(b) of the Declarations. These Rules are not meant to replace the Declarations, but instead to provide a guide to Unit Owners regarding the Association's requirements for leases.

Any Unit Owner desiring to lease his or her Unit must notify the Board and Property Manager. The Board and Association have determined that it is in the best interests of The Legacy that no more than 3 Units are being leased at any one time. The Property Manager will therefore maintain a record of existing leases and a Lease Waiting List, in the event the 3 Unit cap has

been reached. When the number of leased Units falls below the cap, the Unit Owner first in line on the Lease Waiting List will be notified and will have 90 days to secure a tenant.

A Unit Owner will be permitted to lease his or her Unit for a maximum of 36 consecutive months. At 36 months, any lease must be terminated by the Unit Owner. If that Owner still desires to lease his or her Unit, that Unit Owner will be placed at the end of the Lease Waiting List. That Unit Owner will be able to lease his or her Unit only after reaching the top of the Lease Waiting List and only if there are fewer than 3 Units then being leased.

Each lease must be in writing, must be for a minimum period of 12 consecutive months, and must cover the entirety of the Unit. No subleasing is permitted. Please refer to the Declarations for specific language that must be included in all leases.

Each lease must provide that the lease is subject to the terms of the Condominium Instruments and that any failure of the lessee to comply with the terms of the Condominium Instruments shall be a default under the lease and may result in mandatory eviction of the lessee. In the event the Board must initiate any eviction action or otherwise incurs expenses or attorneys' fees in connection with the actions of a lessee, the Board shall charge the Unit Owner who has entered into the lease in question with all such costs, in addition to any penalties the Board may assess against that Unit Owner.

A Unit Owner making any lease shall not be relieved of any of the obligations, including the obligation to make assessment payments.

MAIL

Mail is delivered and distributed according to the U.S. Postal Service Schedules. If a Resident plans to be away for an extended period of time, the Resident should arrange for someone to collect the mail or arrange for the post office to hold mail delivery. Unit Owners are responsible for arrangements of their own deliveries from such carriers as UPS or FedEx. Note that UPS and FedEx frequently deliver packages to the Tower lobby Mail Room. Pennsylvania Avenue Residents generally receive packages at their front doors.

MEETINGS & NOTICES

Unit Owner meetings will be held quarterly either at The Legacy or a nearby location. Written notice of any meeting will be mailed or delivered to each Unit Owner and posted in the Tower mailroom. The notice will state the time, date, place and purpose of the meeting and it will be provided at least 10 days before the meeting.

MOVING

All moves, without exception, must be registered with the Property Manager at least 10 days in advance.

The Association requires a non-refundable fee for move-in or move-out activity and a security deposit of for both move-in and move-out. The fee and deposit are to be paid by the Unit Owner at the time the move is registered with the Property Manager. In the event a Unit Owner executes a lease for his or her Unit, that Unit Owner shall be responsible for payment of the move fee and security deposit for each move-in and each move-out for the lessees. The amount of the move-in fee, move-out fee and security deposit are detailed in the Schedule of Fees attached to these Rules.

Unit Owners are responsible for any damage to Common Elements and Limited Common Elements caused by themselves, their movers or their tenants when moving into or out of The Legacy. Costs for any damage caused during the move will be deducted from the security

deposit. If the damage exceeds the security deposit, the Unit Owner will be billed the additional expense. The security deposit will be refunded within 30 days of the moving date if no damage to the Common or Limited Common Elements has occurred.

Except on the day of garbage pickup, at no time shall moving or delivery boxes be left in the underground tunnel or in any area outside of individual Unit garages or the Tower garage. Failure to remove debris in the Common Elements, including in the underground tunnel, will result in a deduction from the security deposit or, if the cost to remove debris is in excess of the security deposit, a clean-up fee will be charged to the Unit Owner.

PARKING

Parking along the paved drive on west side of the Property is available for visitors on a first-come, first-served basis. Parking is permitted only in the marked locations.

No vehicles are permitted to park within the underground tunnel, with the exception of the area immediately adjacent to the garages for Units 468C and 468D. Temporary parking near other Unit garages is permitted only for loading/unloading purposes.

Parking near the yellow painted curbs in the northeast and northwest corners of the underground tunnel near the stairways is strictly prohibited.

Any vehicle improperly parked within the tunnel, the visitor parking area or in prohibited locations is subject to being towed, after written notice is provided to the Owner or affixed to the vehicle if the Owner is unknown, provided that no advance notice will be provided if in the event of an emergency or the vehicle is parked in a manner as to interfere with ingress and egress of other vehicles, or during or after a snow fall where there is some accumulation of snow and where plowing or snow removal would be impeded. Towing fees and related expenses are the responsibility of the vehicle owner. The Association, Board and Property Manager disclaim any and all liability for vehicles and their contents parked on the Property or for any vehicle that is towed.

Unit Owners must obtain Board approval if any guests or family members use visitor parking for more than fourteen days.

The Association, Board, and Property Manager disclaim any and all liability for vehicles and their contents parked at the Property, or for any damage that may occur to vehicles when towed.

PETS

No reptiles, rabbits, livestock, fowl, poultry or venomous breeds of any kind shall be raised, bred or kept in any Unit or in the Common Elements.

All Pets shall be kept in strict accordance with state and local registration rules and regulations. All cats and dogs must be currently vaccinated against rabies and all other common diseases afflicting such pets. All visiting pets are subject to the Rules related to pets.

Pets are prohibited from running freely in the Common or Limited Common Element areas or creating a nuisance. Pets are forbidden to deposit liquid or solid waste on the Property. Pets must be taken away from The Legacy grounds before the pet is permitted to stop and relieve itself. Please do not allow pets to use any landscaped areas for elimination. If an accident occurs, it must be properly cleaned up immediately and any damage to the premises shall be paid for by the pet's owner.

Every pet owner shall assume full responsibility for any personal injury and or any property damage caused by a pet, and the pet owner shall indemnify the Association and its agents, and hold them harmless against any loss or liability of any kind that might arise from damage caused by maintaining the pet within The Legacy's Property.

Pets shall not, in the reasonable judgment of the Board, constitute a continuing nuisance to others in any manner including continuous and repeated barking, whining, crying or otherwise creating a continued disturbance, or by causing damage to any of the Common Elements. Pet owners will prevent any and all odors caused by their pets from disturbing others. Pet odors are considered a nuisance and grounds for banning the pet from the premises. Infestation of fleas, ticks or other vermin is considered a nuisance. The cost of extermination and or cleaning will be charged to the infested pet's owner. Failure to cure immediately any infestation is considered a nuisance and grounds for barring a pet from the premises. Repeated infections by the same pet will be considered a nuisance and also grounds for barring the pet from The Legacy.

REALTOR OPEN HOUSES

At least one week prior to any Open House, the Unit Owner must notify the Property Manager. The notification must include information regarding the date, location and timing of the Open House. One free-standing sign advertising the Open House may be placed on the north sidewalk of Pennsylvania Avenue, as long as such sign does not obstruct pedestrian traffic. A second sign may be placed on a sidewalk within the Common Area courtyard, as long as such sign does not interfere with use of the sidewalks and Common Area. Such signs may be displayed one week prior to the Open House and must be removed at the conclusion of the event.

If the Open House is for a Unit in the Tower, the Unit Owner must ensure that during the Open House there are designated individuals to escort any prospects from the Tower mail room area to the Unit for sale. Unit Owners shall not provide the public uncontrolled access to the elevator in the Tower.

RESIDENT SECURITY

Upon moving into The Legacy, each Unit Owner should supply to the Property Manager, a telephone number that will be dialed from the telephone boxes located at the pedestrian entry gate and the underground tunnel gate. Only local area code phone numbers can be used for the telephone boxes.

Each Unit Owner shall deliver to the Board a key to one entrance door to his or her Unit, which shall be used in the event of emergency and for purposes of the health, safety or welfare of the Unit Owners. In cases where Unit Owners have not provided a duplicate key and access is necessary to a Unit, all costs and expenses associated with entry, including the cost of any locksmith service shall be borne exclusively by the Unit Owner.

Owners making use of a private alarm system for their Units also must register their security code with the Board, including other security company information that might be necessary in the event of entry to the Unit for an emergency.

Any Unit that will be unoccupied for 30 days or more should notify the Board or Property Manager. The Board or Property Manager also should be notified if persons who do not reside at The Legacy will be parking vehicles or otherwise accessing the Property during a Unit Owner's extended absence.

The security of The Legacy Residents and their property is of paramount concern to the Association. Report all suspicious activity immediately to the Glen Ellyn Police Department. Do not approach or attempt to remove suspicious people from the premises yourself.

QUIET HOURS

Residents are to considerately keep all noises at a level that will not disturb or annoy other Residents, especially between the hours of 10:00 PM and 8:00 AM.

Unit Owners should ensure that any contractors limit construction, remodeling or other noise-producing work to a Monday through Friday schedule, with work commencing no earlier than 8:00 AM and finishing by 4:00 PM.

Playing loud music from any balcony, terrace or deck is strictly prohibited at all times.

SMOKING

Smoking is not permitted in any Common Element areas, including areas within the Tower such as the Tower elevator, Tower hallways, foyers and mailroom.

TOWER ELEVATOR, HALLWAYS & STAIRWAYS

Residents may not allow children or pets to play in the Tower elevator, hallways and stairways.

The Tower elevator is provided with an electric alarm bell and phone which can be operated from the inside of the elevator. Any malfunctions of the Tower elevator should be reported to the Property Manager.

Smoking, carrying of lighted smoking materials and littering in the Tower elevator is strictly prohibited.

Without prior scheduling with the Property Manager, the Tower elevator may not be used for delivery, moving in or moving out any large items such as appliances and furniture.

Because deliveries and moves involving such large items could cause damage to the Tower elevator, the Property Manager must be contacted at least one business day in advance of the move or delivery to allow for the installation of padding inside the elevator to prevent damage. In the event there is damage during a delivery or move, the cost any repairs will be the Unit Owner's responsibility.

The elevators in townhomes are the responsibility of each Unit Owner.

TOWER STORAGE

Each Tower Unit has been assigned one storage area. The storage areas, located in the Tower garage, are Limited Common Elements reserved for the use and benefit of the Units to which the storage spaces are assigned.

No hazardous materials or perishable items such as pet food may be stored in the Tower storage areas. Residents are responsible for ensuring that the contents of their storage area meet all applicable legal requirements. The Association, Board and the Property Manager do not assume any responsibility for loss or damage to items stored in the Tower garage.

Personal items stored in the Tower storage area must be within the assigned space for the Unit. Due to Glen Ellyn Fire Code restrictions, items must be stored 18 inches below the sprinkler head level. Items found outside the assigned area or stacked above the required 18 inches noted previously will be subject to removal at the discretion of the Board, after written

notice has been provided to the Owner and/or affixed to the item, if the Owner is unknown, and the Owner has failed to remove after a reasonable amount of time specified by the Board..

UNIT SALES, TRANSFERS, RENTALS & FEES

Each Unit Owner shall notify the Board of any sale, devise, gift, transfer or conveyance of his or her Unit at least 30 days prior to the anticipated closing date.

Within 30 days after listing his or her Unit for sale, the Unit Owner selling his or her Unit shall pay a fee as detailed in the Schedule of Fees attached to these Rules, to cover bank forms, administrative and other costs associated with the transfer of Unit Ownership.

On the closing date of any sale or other transfer, the new Unit Owner shall pay the fee identified in the Schedule of Fees attached to these Rules to cover administrative costs and waste disposal fees. The new Unit Owner shall also pay the move-in fee and security deposit for as provided in the "Moving" section of these Rules. The former Unit Owner who is moving out similarly must pay the security deposit and move-out fee.

Any person who is renting or leasing a Unit must also pay the security deposit and move-in and move-out fees in accordance with the Schedule of Fees attached to these Rules.

VIOLATIONS

The Legacy Rules and Regulations Committee has been established to review and suggest revisions to the Rules and Regulations, as needed.

if someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by an Owner, the property manager, a resident or a member of the Board of Directors. A written complaint form prescribed by the Board shall be sent to the manager.

The Owner charged with the violation will be given written notice of the complaint, informing him of the alleged violation and (1) will be given a warning not to repeat the conduct alleged or (2) of a time and place where the Board of Directors will conduct a hearing to review the complaint.

At the hearing, the Owner will have the opportunity to present a defense and respond to accusations. All hearings will proceed with or without the presence of the accused Owner, so long as notice has been sent in advance.

The hearing will proceed based upon witness complaints and/or witness testimony. The Board will weigh all evidence prior to rendering a finding. All hearings shall be closed. The decision of the Board shall be final.

If any Owner is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged as indicated below, including daily fines if applicable, to the assessment account of the Owner of the unit in which the guilty person resides and collected with the monthly assessments.

Fines shall be in accordance with the Schedule of Fines attached to these Rules, provided that the Board has the discretion to double the fines in the event of continuing or multiple violations, as well as to assess daily fines as discussed below.

The Board shall also have the authority to assess a daily fine for violations of a continuing nature in an amount determined by the Board for each day that the violation remains uncured. In the event the Owner has been fined for the same continuing violation within the last year, the Board shall have the authority to assess a daily fine in an amount determined by the Board for each day that the violation remains uncured.

In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Owner at the time they are incurred.

WASTE DISPOSAL

All trash, garbage, construction materials, debris and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner, *i.e.*, in sealed plastic or paper bags. Boxes and packing containers must be broken down prior to disposal and placed inside recycling bins. Rubbish containers for individual Units are to be stored in the Unit or the Unit's garage and placed outside the Unit on the evening before garbage pickup day. Waste containers must be returned to the Unit or Unit's garage on the day of pickup.

It is a violation of these Rules to place trash, garbage, construction materials, debris, garden materials or other waste outside an individual Unit or a Unit's garage prior to the evening before garbage pickup day. A Unit Owner who violates this provision is subject to fine, as provided for in the Schedule of Fines attached to these Rules.

Special arrangements must be made with the scavenger company for furniture, appliance or construction waste material. Any extra charge for the special arrangements pickup shall be borne by the Unit Owner who ordered the special services.

WATER FURNITURE & AQUARIUMS

Water-containing furniture and aquariums have the potential for causing extensive damage to the Tower Building as a result of water leaks, breakage and weight overloads. Tower Unit Owners shall not install or place on the premises any item of water furniture or an aquarium without first notifying the Property Manager in writing. This restriction applies to all water-containing furniture, Jacuzzis, hot tubs, water beds, water mattresses, and any chair, sofa, or other furniture item that contains a substance in a liquid state as part of its elements.

Aquariums over 50 gallons are not permitted in the Tower Units.

Tower Unit Owners who use water furniture or aquariums shall be responsible for damage to the Common Elements or to other Tower Units caused by such use. Tower Unit Owners who use water furniture or aquariums must provide adequate proof of liability insurance. Tower

Unit Owners are responsible for any damage caused by their renters' use of such water furniture or aquariums.

SCHEDULE OF FEES

As described more fully in The Legacy Condominium Association Rules and Regulations, the following is a listing of the Fees chargeable against Unit Owners. These fees are subject to change from time to time at the discretion of the Board.

UNIT SALES & TRANSFERS

As provided in the UNIT SALES, TRANSFERS, RENTALS & FEES Section and the MOVING Section of the Rules, in the event a Unit Owner transfers ownership of his or her Unit, the following fees apply:

Seller: The Unit Owner selling his or her Unit will be responsible for paying:

- \$150.00 Administration Fee, due within 30 days after the Unit is listed for sale. Multiple fees will be at the discretion of the Board of Directors.
- \$150.00 Move-Out Fee, due 10 days prior to the move
- \$750.00 Security Deposit, due 10 days prior to the move; refundable in the event there is no damage

Buyer: The purchaser of a Unit will be responsible for paying:

- \$150.00 Administration Fee, due on the Unit sale closing date
- \$150.00 Move-In Fee, due 10 days prior to the move
- \$750.00 Security Deposit, due 10 days prior to the move; refundable in the event there is no damage

RENTALS

As provided in the UNIT SALES, TRANSFERS, RENTALS & FEES Section and the MOVING Section of the Rules, when a Unit Owner leases his or her Unit, the following fees apply:

Unit Owner: At the inception of a lease, the Unit Owner will be responsible for paying:

- \$150.00 Move-Out Fee, due 10 days prior to the move
- \$750.00 Security Deposit, due 10 days prior to the move; refundable in the event there is no damage

At the conclusion of the lease, the Unit Owner will be responsible for paying:

- \$150.00 Move-In Fee, due 10 days prior to the move
- \$750.00 Security Deposit, due 10 days prior to the move; refundable in the event there is no damage

SCHEDULE OF FINES

As described more fully in The Legacy Condominium Association Rules and Regulations, the following is a listing of the fines that may be imposed against Unit Owners. These fines are subject to change from time to time at the discretion of the Board. In addition, the Board reserves the right to take other permissible and appropriate steps to enforce the Rules and Regulations, including without limitation, reference of the issue to the Association's attorney.

LATE ASSESSMENT PAYMENT:

- \$100.00 fine for a late payment

RETURNED CHECK CHARGE:

- Any service charge/fee incurred by the Association as charged by a financial institution for a payment not honored from a Unit Owner shall be assessed to such Unit Owner.

DAMAGE TO COMMON ELEMENTS:

- \$500.00 fine per occurrence, plus the cost to repair any damage

ALTERATION TO PHYSICAL STRUCTURE IN VIOLATION OF GUIDELINES:

- \$500.00 fine per occurrence, plus the cost to correct any changes

VIOLATION OF CONSTRUCTION GUIDELINES:

- \$500.00 fine per occurrence, plus the cost to correct any damage

VIOLATION OF EXTERIOR APPEARANCE RULES:

- First Violation: \$100.00
- Second Violation: \$150.00
- Each Additional Violation: \$250.00

LEASING VIOLATION:

- \$500.00 per month for as long as the violation continues

PARKING VIOLATION:

- \$100.00 fine per occurrence, plus the costs incurred by the Association (including, but not limited to, towing and other charges)

VIOLATIONS REGARDING PETS:

- First Violation: \$100.00
- Second Violation: \$150.00
- Each Additional Violation: \$200.00

FAILURE TO PERMIT ACCESS FOR NECESSARY MAINTENANCE:

- \$50.00 for each occurrence, after proper notice is provided

VIOLATIONS OF QUIET HOURS OR NOISE DISTURBANCE:

- First Violation: \$50.00
- Second Violation: \$75.00
- Each Additional Violation: \$100.00

ROLLERBLADING OR SKATEBOARDING VIOLATION:

- \$100.00 fine per occurrence

VIOLATIONS OF COMMERCIAL ACTIVITIES RULE:

- First Violation: \$200.00
- Second Violation: \$300.00
- Each Additional Violation: \$500.00

IMPROPER WASTE DISPOSAL:

- First Violation: \$50.00
- Second Violation: \$75.00
- Each Additional Violation: \$100.00
- In addition to fines, a Unit Owner's improperly disposed waste will not be collected

VIOLATIONS OF OTHER RULES:

- First Violation: \$50.00
- Second Violation: \$75.00
- Each Additional Violation: \$100.00