

TRINITY LAKES

RULES AND REGULATIONS

Adopted November 17, 2003

TRINITY LAKES IMPROVEMENT ASSOCIATION RULES AND REGULATIONS

Preface

These Rules and Regulations have been adopted with the intent of providing the residents of Trinity Lakes with a practical plan for day to day living. Its goal is to maintain our community as a premier community association and to provide residents with common sense guidelines for living together as neighbors. A successful association is a community of owners who exhibit a pride of home ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Trinity Lakes Improvement Association runs with ownership of the property. Each buyer of property within Trinity Lakes is bound by the governing documents of the Association that include the By-Laws and Declarations of Conditions, Covenants, Restrictions, Reservations and Easements, effective July 31, 1979 and subsequently amended thereafter. Homeowners are asked to consider the following:

Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declarations and By-Laws, which exist for the benefit of our community and helps to maintain our property values.

You have the right to petition the Association to change a provision contained in the Rules and Regulations if you feel that a particular regulation should be modified, added or deleted.

If you are found in violation and are fined, this action is taken because the majority of homeowners of the Trinity Lakes Improvement Association consider it to be just and proper and in the best interest of the Association.

Effective application of the Rules and Regulations requires the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed with the office of the Property Manager. Each resident's cooperation and participation is encouraged.

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**TRINITY LAKES IMPROVEMENT ASSOCIATION
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SECTION 1 – INTRODUCTION

- 1.1 The following Rules and Regulations flow from the Declarations of Conditions, Covenants, Restrictions, Reservations and Easements dated July 31, 1979 and subsequently amended thereafter. It is not the intent of these Rules and Regulations to be a substitute for the Declarations and By-Laws.
- 1.2 To the extent that the provisions of applicable law (federal, state or local), the aforesaid Declarations, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall take precedence followed by the provisions of the Declarations and By-Laws and then the Rules and Regulations.
- 1.3 These Rules and Regulations are binding on all homeowners, residents, their families, guests, invitees and agents. The homeowner is responsible for compliance with the Rules and Regulations and will be liable for fines incurred and/or damages caused.
- 1.4 The provisions of these Rules and Regulations can only be amended by vote of the Boar of Governors in an open meeting following notice to the community of a pending change and allowing for a minimum of 30 days for public comment.

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SECTION II – DEFINITIONS

- 2.1 **Association**
Refers to the Trinity Lakes Improvement Association, hereinafter referred to as the “Association”.
- 2.2 **Assessments**
The amount due from each homeowner to fund common expenses.
- 2.3 **Board of Governors**
Consists of seven members of the community elected by the Association. They are responsible for the direction and administration of the Trinity Lakes Improvement Association. Each member of the Board shall be a homeowner and shall reside on the property. The Board of Governors is hereinafter referred to as the “Board”.
- 2.4 **By-Laws**
Contains regulations for the administration and management of the Association. It is recorded along with the Conditions, Covenants, Restrictions, Reservations and Easements with the DuPage County Recorder of Deeds against all properties within the Trinity Lakes Subdivision as defined in the Declarations of Conditions, Covenants, Restrictions, Reservations and Easements.
- 2.5 **The Declaration of Conditions, Covenants, Restrictions, Reservations and Easements**
The Declaration of Conditions, Covenants, Restrictions, Reservations and Easements that has been recorded with DuPage County against all properties within Trinity Lakes. They are a legal document that creates the plan for the Association, provides for deed covenants/restrictions and restrictions of owner’s rights. It sets up the owners/association relationship and binds property owners both present and future. Hereinafter referred to as the “Declarations”.
- 2.6 **Common Area**
Includes the entrance ways, certain open areas within the subdivision and portions of Trinity Lakes.
- 2.7 **Property Manager**
A professional hired by the Board of Governors to manage the day-to-day affairs of the Association.
- 2.8 **Properties**
All real property, common and private, within the Trinity Lakes Community Subdivision as defined in the Declarations.
- 2.9 **Homeowners**
Homeowners are the owner(s) of record, beneficial owners or beneficiaries of any trusts holding title to property in the Trinity Lakes Subdivision. All owners must provide an address where written notices and assessment statements can be sent if other than to the property address. Homeowners are hereinafter referred to as “owners”.

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SECTION III – GENERAL RULES

3.1 Air Conditioning Units

Window air conditioning units are not permitted to be installed on any home, and heating, cooling, plumbing, electrical and mechanical piping shall not be placed on the exterior of any structure.

3.2 Antennas

No exterior antennas, aerials or other apparatus (except as expressly permitted by FCC regulation) for the transmission of television, radio, internet, wireless or other signals of any kind are allowed. Where such installation is expressly permitted by FCC regulations, the installation may not encroach on common areas. Satellite dishes must be approved by the Architectural Review Committee prior to installation (see 3.18).

3.3 Basketball Hoops and Playground Equipment

Basketball hoops may be portable basketball standards or permanently installed pole standards. Standards must be properly maintained with no visible rust, and no missing or torn nets.

Portable standards must be upright at all times. Portable standards must be located on or adjacent to (within 2 feet of the driveway perimeter) the homeowner's driveway, must be at least 35 feet from the street and must not encroach on an adjacent neighbor's lot line. Portable standards should be properly weighted according to manufacturer's guidelines. The use of sand bags or other materials piled on the base is not permitted.

The Architectural Review & Compliance Committee before installation must approve the installation of permanent standards. No pole or standard may be located in the front of the house.

All playground and recreational equipment shall be located in the rear of the property and screened from neighbors. Swing sets and jungle gyms shall be in wood or other approved materials. Any seasonal recreation equipment must be stored inside during winter months. Multicolored plastic or metal playground equipment is expressly prohibited.

3.4 Clotheslines

Laundry drying equipment shall not be erected or used outdoors, whether attached to a building or structure.

3.5 Contractor Working Hours

Residents who employ contractors to perform services shall not allow the performance of such services weekdays before 7:00 a.m. and weekends before 8:00 a.m. Contractors shall be allowed to perform services from Saturday 8:00 a.m. to 2:00 p.m. only. No contract work should be performed on Sunday. All other hours must be approved by the Architectural Committee. All such contract services must terminate each evening no later than dusk. Contract services include, but are not limited to, general construction activities and lawn maintenance. Services such as snow plowing, snow removal, emergency repairs to your home are excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening.

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3.6 Fireworks

Fireworks are illegal in the State of Illinois and their use is prohibited.

3.7 Garage Sales

Individual garage sales are prohibited; however, there will be an Annual Trinity Lakes Garage Sale. Weekend date to be set and communicated to the residents.

3.8 Garbage

All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage cans, recycle bins, regular landscape waste and other similar items should be stored in your garage. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days. Sealed garbage bags, hard containers, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than 6:00 p.m. the night before collection day. Empty containers are to be removed from the curb by the end of the collection day.

Please check with the Village of Oak Brook for the current regulations regarding refuse collection.

3.9 Firearms and Other Weapons

The discharge of firearms within the Trinity Lakes Subdivision is prohibited. The use of weapons is prohibited in the Trinity Lakes Subdivision. The term “weapons” included “BB” guns, pellet guns, bow and arrow, and other firearms of all types regardless of size.

3.10 Lighting and Holiday Decorations

All new exterior lights must be approved in accordance with Architectural Review Committee with the exception of seasonal holiday lights that are subject to the following restrictions.

1. Holiday lights and decorations may be displayed from November 1st through January 31st during the holiday period but may not be illuminated after January 15th.
2. Lights and decorations for holidays falling outside the above dates may be displayed from 3 weeks before the holiday to one week after.

All exterior lighting must be properly maintained.

3.11 Noise

It shall be unlawful for any person to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health peace or safety of others within Trinity Lakes Subdivision as aforesated.

3.12 On-Site Fuel Storage

No on-site storage of gasoline, heating or other fuels shall be permitted except that no more than five gallons of fuel may be stored at each home for emergency purposes and operation of lawn mowers and similar tools or equipment.

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3.13 Nuisance

No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Trinity Lakes Subdivision. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties.

The front and side exterior of homes may not be used for storage. Ladders, landscaping materials, lawnmowers, tools, etc. must be stored inside the home or garage. Normal patio/deck items such as lawn furniture and barbecue grills are allowed in rear yards only. Firewood must be neatly stacked in the rear of the home and may not exceed one cord of firewood.

Compost centers are prohibited.

3.14 Parking

Parking

Vehicles shall be parked only in garages or on the driveways, serving the homes. Vehicles displaying advertising placards or signage, commercial vehicles, tractors, trucks, vehicles higher than Class B, trailers, campers, camper trailers, boats and other watercraft and boat trailers may only be parked in garages with the exception that recreational vehicles may be parked in your driveway for no more than four days in preparation for use or for routine maintenance, with the restriction that the recreation vehicles may not be parked outside for more than twenty days per year. In no case may recreational vehicles be used as living quarters within the Trinity Lakes Subdivision. No vehicles shall be stored on the exterior of a property for more than five days.

On Street Parking

No parking is permitted on village streets between the hours of 2:00 a.m. and 6:00 a.m.

3.15 Pets

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the properties except dogs, cats, or other usual and common household pets. The Village of Oak Brook requires that pets be leashed when taking walks and your pet should also have a collar with identification tags.

Pets which roam free, or in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the owners of other homes shall be removed upon request of the Board after notice and opportunity for a hearing. If the owner fails to honor such request, the Board may remove the pet.

All pet owners must immediately clean up after their pets when walking on common and private grounds within the Trinity Lakes Subdivision. Violators will be fined \$25.00 after the first warning and \$50.00 per incident thereafter. No dog runs or animal pens are permitted.

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3.16 Pools, Ponds, Lakes, Retention Areas, Drainage and Irrigation Systems

All water elements on common areas within the Trinity Lakes Subdivision shall be aesthetic amenities only. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of any authorized or unauthorized use. They shall not be contaminated by anything other than water from the storm drains. Items such as garbage, lawn clippings, landscaping refuse, grease, motor oil, etc. are prohibited from being disposed of into the creek or other water elements. Homeowner installed hot tubs, pools and pool landscaping/screening, ponds, or water gardens require approval from the Architectural Review Committee and must have circulated water. No standing water on individual properties shall be permitted for health reasons. Anyone contaminating the ponds from private property or common areas will be fined \$200.00 after the first warning and \$500.00 per incident thereafter.

Except for the natural flow and drainage of water, neighbors shall not discharge water into adjacent properties. Owners shall maintain their irrigation systems so as not to cause excessive water to flow onto adjacent properties and shall maintain and repair their irrigation systems as needed.

No owner/resident may use the ponds or lakes for irrigation or any other purposes.

3.17 Tree Removal

Diseased or dead trees must be removed within ten days weather permitting to promote the growth of other trees and for aesthetic and safety reasons.

- When trees are removed, the homeowner must remove the stump to below ground level and repair the landscaping with grass, sod or another planting.

3.18 Satellite Dishes

Per FCC guidelines, a “dish” antenna that is one meter (39.37”) or less in diameter and is designed to receive broadcast satellite service, including direct-to-home satellite services may be installed on your property with prior approval of the Architectural Review Committee. In no case may satellite dishes be installed on common property or common elements. To preserve the aesthetic look of our community, you are requested to observe the following preferred location guidelines:

1. On the rear wall of the house at or below the top line of the tallest first floor windows but less than 10 ft. above grade, measured from the top of the dish.
2. On a deck or patio located in the rear yard and not more than 4 ft. above the deck or patio floor, but less than 10 feet above grade, measured from the top of the dish.
3. Freestanding in the rear yard not more than 4 feet above grade, measured from top of dish.
4. On the sidewall of the house as far to the rear as possible.
5. Out of sight from the curb.

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3.19 Signs

No sign of any kind shall be erected on properties without the written approval of the Board.

The following provisions constitute written consent for certain limited applications:

1. "For Sale" signs are limited to one standard type "Realtor" or commercially available "By Owner" sign per home placed on the front lawn only. Homemade signs are not allowed.
2. Special occasion signs such as Birthdays, birth, etc. supplied by a sign rental company may be displayed for no longer than a week and may exceed standard size limitations.
3. Political signs may be displayed on your private property only and are limited to one per issue or candidate and must be removed within twenty-four hours of the election. The sign must not be placed in any public right of way and must conform to the guidelines set by the Village of Oak Brook.
4. Signs, flags, banners or similar items advertising merchandise, business and contractor services, or providing directional information to activities/events are expressly prohibited on both private property and common areas.
5. Signs are not allowed on common areas unless approved by the Board.

3.20 Sight Distance at Intersection

All property located at street intersections shall be landscaped to permit safe sight across the street corners. No fence, wall, tree, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

3.21 Trailers, Sheds and Temporary Structures

No utility shed, shack, trailer, or other structure of a similar nature shall be placed upon any part of the properties. Fences are not permitted except around swimming pools or spas.

3.22 Vandalism

All acts of vandalism to the common areas should first be reported to the Oak Brook Police Department and then to the Property Manager.

3.23 Fences

Fences are prohibited, except around swimming pools or hot tubs (as required by the Village of Oak Brook). Placement of a fence must be approved by the Trinity Lakes Architectural Review Committee. All other fences, ones without prior written approval of the Architectural Review Committee, must be removed.

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3.24 Unsightly and Unkempt

It shall be the responsibility of each owner to prevent any unclean, unhealthy, unsightly, or unkempt condition of a property in the Trinity Lakes Subdivision. The pursuit of hobbies or other activities, including but without limitation, the assembly and disassembly of motor vehicles and other mechanical devices is expressly prohibited.

Lawns must be regularly maintained and must be reasonably free of weeds. Trees and bushes must be trimmed of dead branches. Property must be regularly cleared of trash and debris.

The exterior of the dwelling must be kept in good repair. Hanging or damaged screens, shutters, gutters, etc., must be repaired immediately, and all exterior painted surfaces shall be maintained to Trinity Lakes standards. No peeling, faded or discolored painted surfaces are permitted. All exterior color or material changes must be approved by the Architectural Review Committee thirty days prior to the exterior color or material change modifications or alternatives.

When the Association deems a property in violation of paragraph 3.22 herein, the owner will be sent a written notice of violation and the owner will be given a reasonable length of time to bring the property up to standard. If the owner fails to bring the property up to standard, the Association may elect to have the work performed and will bill the expense to the owner plus a minimum processing fee of \$50.00.

3.25 Yard Decorations and Flags

No unsightly artificial vegetation shall be permitted on the exterior of any portion of the properties. Exterior sculptures, statutes, yard ornaments, fountains and similar objects must be approved by the Architectural Review Committee. Planters, statuary window boxes, bird baths, bird feeders, flower pots and other yard ornaments must be aesthetically pleasing. Large landscape boulders should not be used excessively, must be incorporated into landscape plans and must be approved by the Architectural Review Committee.

All flag poles must be at least 15 feet in height and approved by the Architectural Review Committee prior to installation. Flag poles must be located in the front of the property and at least 15 feet from adjacent properties and at least twenty-five feet from the roadway. Flags being displayed must be the United States flag and may not be faded or in disrepair. Proper United States flag etiquette must be observed by the homeowner.

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3.26 Business Use

No trade or business may be conducted, in or from any home, except that an owner or occupant residing in a home may conduct business activities within the home so long as: (a) the existence or operations of the business activity is not apparent or detectible by sight, sound, or smell from outside the home; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve persons coming into the properties who do not reside in the property or door-to-door solicitation; and (d) the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined in the sole discretion of the Board.

The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons and for which the provide receives a fee, compensation, or other form of consideration, regardless of whether; (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

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SECTION IV – VIOLATIONS AND FINE POLICY

4.1 Resident Cooperation

Unless the Board, through the Property Manager, is notified of rules infractions by owners or the Architectural Review Committee, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing homeowners, each resident's cooperation and participation is encouraged.

4.2 Written Warnings & Violation Notices

Written Warnings and Violation Notices are issued by the Board and its agents to an owner allegedly in violation of the Declarations or Rules and Regulations who has or whose family members, agents, guests, invitees or pets have allegedly committed a violation when one of the following occurs:

- 1) The Association receives a Witness Violation Complaint. A sample Complaint form is attached as Exhibit "A" to this publication or can be obtained from the Property Manager.
- 2) The Association receives a letter of complaint which includes 1) the name, address and phone number of the complaining witness, 2) the owner's name and/or address where the alleged violating person(s) resides, and 3) the specific details or description of the violation including the date, time, and location where it was alleged to have occurred.
- 3) A Board Member or the Property Manager issues a witness statement based on his or her own observations.

4.3 Written Warnings

Written Warnings for the first offense of a particular rule will be sent by both regular U.S. mail service, and also by certified mail return receipt requested, or by personal delivery to the owner of record or occupant, within ten business days of receipt of the alleged violation. The warning will include specific details of the alleged violation (s) as well as steps that must be taken to rectify the condition and/or the consequences for subsequent violations(s). Request for a hearing to protest the Written Warning must be made within ten business days after receipt of the Written Warning.

4.4 Notices of Violation (N.O.V.)

If subsequent violation complaints are received relative to the same alleged violation within a one year period of a previous complaint, or if the steps outlined in the Written Warning to correct the condition have not been taken, a N.O.V. will be sent, by both regular U.S. mail, and certified mail return receipt requested, or by personal delivery to the homeowner within ten business days of the report of the alleged violation(s) or lack of compliance. The N.O.V. will include the specific details of the alleged violation(s) with a copy of the amount of fine to be imposed by default unless a hearing is requested within ten business days after receipt of the N.O.V.

4.5 Hearings

Provided the N.O.V. recipient owner has properly requested a hearing, that owner will be provided written notice of the time and place where the Board or its duly authorized agents will conduct a hearing to review the complaint. At that time, the N.O.V. recipient owner will have the opportunity to present a defense to the complaint. All hearings will proceed with or without the presence of the owner(s) who is in alleged violation. The person signing the Witness Statement may be present. The decision of the Board or its duly authorized agents shall be submitted in writing within five day of the hearing and such decision shall be binding upon all parties.

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4.6 **Penalties/Fines**

A. RULES AND REGULATIONS VIOLATIONS

- 1) 1st offense – Written Warning
- 2) 2nd offense -- \$50 fine
- 3) 3rd offense -- \$100 fine
- 4) 4th offense -- \$250 fine
- 5) Subsequent offenses -- \$500 weekly cash fine
- 6) Legal action with unpaid accounts of \$200 or more, unless stated different in the rules and regulations.

B. ARCHITECTURAL GUIDELINES VIOLATIONS

- 1) Failure to obtain architectural approval including but not limited to requests for modification and approval of new construction plans -- \$100 per occurrence or modification and a bond in the minimum amount of \$10,000 to be put in place or .25 percent of the cost of construction, whichever is greater.
- 2) Failure to obtain the aforesated architectural approval within two weeks after being fined per paragraph 4.6B(1) -- \$100 per month until submitted and approved by the Architectural Review Committee and a bond in the minimum amount of \$10,000 to be put in place.
- 3) Installations that are not in compliance with the Rules and Regulations will result in a fine of \$200 per month until compliance with an approved submittal from the Architectural Review Committee.
- 4) Legal Action for homes with unpaid accounts of \$200 or more.

C. COSTS

In the event of any violation of the Rules and Regulations, Declarations or By-Laws of the Association, the Board of Governors reserves the right to pursue any and all legal and equitable remedies to compel enforcement. Any and all costs and attorney's fees shall be assessed against the offending owners and shall be a lien against the property until paid in full. Liens may be filed against the property with the Recorder of Deeds of DuPage County.

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SECTION V – ASSESSMENTS

- 5.1 Annual assessments are currently billed in the month of November each year. The annual assessment statements are mailed in November and are due within 30 days of mailing. If assessment statements are not received, please contact the office of the Property Manager. It is the owner's responsibility to pay the invoice in a timely manner and to provide a billing address.
- 5.2 Special assessments are billed as directed by the Board.
- 5.3 A late charge of \$100.00 will accrue in accordance with the Illinois Non-For-Profit Act and shall bear interest at the legal rate allowable by law per the Association's Declarations.
- 5.4 The Property Manager will issue a statement to any delinquent owner past the due date for receipt of the annual and/or special assessment(s).
- 5.5 Sixty days after mailing of initial invoice and upon approval by the Board president, a delinquent owner shall receive a thirty day payment demand notice from the association lawyer.
- 5.6 In the event of non-payment from the owner after the aforestated thirty day period, the association lawyer will prepare and file a lien against the owner's property at the Recorder of Deeds of DuPage County. Once the lien is satisfied it is the property owners' responsibility to request a release of lien from the Association and record same at the Recorder of Deeds of DuPage County.
- 5.7 In the event of extenuating circumstances, the Board shall have the authority to credit back any late charges, which may have been added to an owner's account.
- 5.8 Owners have the right to request a hearing of the Board to protest any additional charges to their account within thirty days of the charge. Provided a hearing has been properly requested in writing, the owner will be given a written notice of the time and place where the Board will conduct a hearing to review the protest. All hearings will proceed with or without the presence of the owner. The decision of the Board shall be rendered in writing within five business days after the hearing and such decision shall be final.

SECTION VI – TRANSFER OF OWNERSHIP

- 6.1 A selling owner must supply a prospective owner with copies of the Declaration, By-Laws and Rules and Regulations of the Association so that they are familiar with the provisions contained therein. Copies of these documents can be obtained from the Property Manager for a fee of \$50.00.
- 6.2 The selling owner must provide the Property Manager with the names and address of the prospective owner, as well as a forwarding address and telephone number for themselves.
- 6.3 Upon fifteen days notice and upon written documentation that paragraphs 6.1 and 6.2 have been complied with, the selling owner may request a closing letter from the Property Manager setting forth the amount of any unpaid assessments, if any, status of violations against the subject property and other charges due. The Property Manager is authorized to collect a fee of \$100.00 for this service. *See Exhibit "B".*

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SECTION VII – PETITIONING FOR CHANGE

- 7.1 The Board has adopted these Rules and Regulations in the belief that they reflect the spirit and intent of the Declarations and are the will of the majority of owners. Requests for changes can be made in writing or in person through the Property Manager, or directly to the Board. The Board on an annual basis will consider all requests for changes made in good faith. The requirements in the Rules and Regulations are restatements or clarifications of provisions in the Declaration and therefore may require amendments to governing documents. Amendment to the Declarations requires an affirmative vote by the Board representing two-thirds (2/3) of the total owners in the Association.
- 7.2 Residents may also call for a Special Meeting of the Association to consider either changes to the Rules and Regulations or amendments to the Declarations by collecting signatures of at least ten percent of the owners (only one signature per residence) in the Association on a petition that states the particular change(s) sought and presenting it to the President of the Board. At such a special meeting the Rules and Regulations may be modified or amended by a majority of the Board.

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**EXHIBIT "A"
WITNESS VIOLATION COMPLAINT**

WITNESS: Name: _____

Address: _____

Telephone: _____

ADDITIONAL WITNESS: Name: _____

Address: _____

Telephone: _____

ALLEGED VIOLATOR: Name: _____

Address: _____

Telephone: _____

VIOLATION DATE: _____ VIOLATION TIME: _____

SECTION OF CC&R, BY-LAWS OR RULES AND REGULATIONS VIOLATED: _____

WITNESS' OBSERVATIONS:

WERE ANY PHOTOGRAPHS OR RECORDINGS MADE? Yes _____ No _____

Include all tapes, photographs and details, i.e. vehicle model, color, license number with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else that was present.

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: _____

RESOLUTION

WHEREAS, **Trinity Lakes Improvement Association** (“Association”) is an Illinois not-for-profit corporation, organized and operating for the purpose of administering and maintaining the community area at the property commonly known as **Trinity Lakes**; and

WHEREAS, Association is subject to a certain Declaration of Covenants and Restrictions recorded against all lots and common areas as document #R93-256854 in the Office of the Recorder of Deeds of DuPage County on November 8, 1993 and amended from time to time thereafter (“Declaration”); and

WHEREAS, Association is administered by a duly elected Board of Directors in accordance with the Declaration and By-Laws; and

WHEREAS, The Board of Directors is charged with the responsibility of maintaining the property and acting in the best interests of the members of the Association; and

WHEREAS, the Declaration also spells out certain responsibilities of the lot owners who are members of the Association; and

WHEREAS, pursuant to Article 1, Section 1.4 of the Declaration, the storm water, retention ponds, drainage and other retention facilities are defined as a portion of the Common Areas; and

WHEREAS, pursuant to Article IV, Section 4.1 (g) of the Declaration, the Board of Directors has the power to acquire and pay out as a Common Expense the landscaping, gardening, maintenance, repair and replacement of the Common Areas; and

WHEREAS, pursuant to Article V, Section 5.15 of the Declaration, the Owners of Lots shall be responsible for the maintenance of the lake/pond shores, if any, that form Lot lines, as well as the landscape easements, if any, on Lots located on the peripheral boundaries of the Property, and

WHEREAS, pursuant to Article VI, Section 6.1(b) (2) of the Declaration, each Owner shall be responsible for maintaining the water detention area easements applicable to Owner’s Lot in such manner as to insure the free and uninterrupted flow of storm water through the drainage system of Trinity Lakes, and shall not destroy or modify grades or slopes without having first received prior written approval of the Village of Oak Brook; and

WHEREAS, pursuant to Article VI, Section 6.1(b)(4) of the Declaration, in the event the Village of Oak Brook shall be required to perform, or have performed on its behalf, any maintenance work to or upon the water detention area easement, the associated costs may be assessed by the individual Lot owner, and

WHEREAS, the Board of Directors has deemed it to be in the best interests of the Association to adopt a Resolution outlining the maintenance, repair, and replacement responsibilities of “Upper Mayslake” and “Lower Mayslake”, (collectively known as “the storm water retention ponds”) of the Association.

NOW, THEREFORE IN ACCORDANCE WITH THE DECLARATION IT IS HEREBY RESOLVED THAT:

1. Except to the extent otherwise provided, the Association is responsible for the maintenance, repair and replacement of the Common Areas. The storm water retention ponds are a portion of the Common Area.
2. Owners are responsible for the maintenance of the shorelines which form Lot lines.
3. Each Owner shall be responsible for maintaining the water detention area easements applicable to each Owner's Lot in such a manner to insure the free and uninterrupted flow of storm water through the drainage system of Trinity Lakes.
4. Certain easements have been entered into through a series of agreements and transfers of property to third parties, i.e. the DuPage County Forest Preserve District and the Covington Court Homeowners Association, and all policies and procedures are subject to said agreements, including but not limited to maintaining water quality in the storm water detention ponds appurtenant to Trinity Lakes.
5. The Board of Directors cannot reimburse individual Owners for maintenance expenses from Association funds for repairs and restoration of their Lots, shoreline or detention area easements, subject to the terms and conditions of the Declaration and By-Laws. Notwithstanding, the decision made by previous Board of Directors, at no time shall the Association maintain Owner owned or controlled amenities unless expressly stated in the Declaration.
6. In keeping with the policies as stated herein, all Owners are prohibited from draining, siphoning, or extracting water from any of the ponds and lakes for irrigation or other purposes. Such activity may cause irreparable harm to the ecosystem which would make said person(s) susceptible to a claim for damages and/or fines.

APPROVED THIS ____ DAY OF _____, 2004

Trinity Lakes Improvement Association

ATTEST:

By: _____
Its President

By: _____
Its Secretary