

SYLVAN LAKE IMPROVEMENT ASSOCIATION

RULES AND REGULATIONS

These Rules and Regulations ("Rules") were adopted on August 19, 2020, in accordance with the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Sylvan Lake Improvement Association recorded in the office of the Recorder of Deeds of Lake County, Illinois ("Declaration") and the By-Laws for Sylvan Lake Improvement Association, attached as Exhibit "B" to the Declaration ("By-Laws"). These Rules are effective upon adoption by the Board of Directors ("Board") and replace and supersede any and all previous rules and regulations.

The basic rights and obligations of Sylvan Lake Improvement Association ("Association") and the Owners and residents of the Association are stated in the Declaration and the By-Laws. The Board has adopted these Rules with the intent of supplementing the Declaration and By-Laws as necessary to provide the residents with additional practical guidelines for day-to-day living within the property ("Property").

It is the objective of the Association to maintain the Property as a first-class residential development and continue to make living on the Property a positive and enjoyable experience for all residents. In adopting these Rules, the Association is seeking to facilitate the efficient operation of the Property, protect the rights and interests of all Owners and residents and promote harmonious community living. The Association thanks the Owners and residents for their anticipated compliance.

Respectfully submitted,

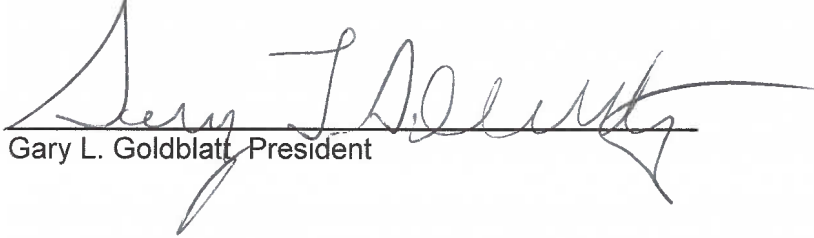
Board of Directors
Sylvan Lake Improvement Association

August 19, 2020

RESOLUTION


The Board of Directors of Sylvan Lake Improvement Association hereby adopts these Rules and Regulations. These Rules and Regulations shall be effective immediately.

Approved this 19th day of August, 2020



Gary L. Goldblatt, President

ATTEST:



Daniel Trahan, Secretary

CERTIFICATION

I, Daniel Trahan, Secretary of Sylvan Lake Improvement Association, certify that the foregoing resolution was approved and adopted by the Board of Directors of the Association at a duly called and held Board meeting on August 19, 2020.



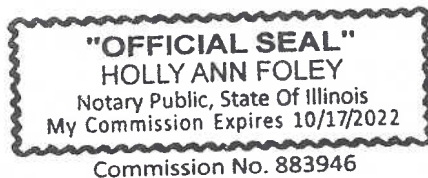
Secretary

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SECTION 1
USE AND MAINTENANCE OF RESIDENTIAL LOTS

A. UPKEEP OF RESIDENTIAL LOTS

Each Owner shall be responsible for keeping his or her residential lot and the unit and other improvements located thereon in a good state of cleanliness and for preventing the accumulation of materials that will constitute a danger or promote the spread of insects, rodents, foul odors or conditions constituting a danger or nuisance affecting the common area or other residential lots. Owners shall maintain their property in a neat, clean, orderly and sightly condition, and in a manner consistent with a first-class residential development. This includes exterior portions of residential lots and buildings and other improvements located thereon.

B. LANDSCAPING

1. Residents shall limit the use of fertilizers, including phosphorus fertilizers on any landscaped areas on the Property, including on their residential lots. Residents may use nitrogen-based fertilizers on landscaped areas.
2. Residents should preserve native tree species during drought conditions and during any construction or remodeling on their residential lot. Additional information regarding the native tree species can be found on the Association's website (www.slia.net).
3. Owners shall not perform or cause to be performed any work, including landscaping in or around the lake area without the prior written consent of the Board.
4. Owners with lakefront property shall improve and maintain the shoreline boundaries of their residential lot in order to prevent erosion.

C. TRASH CONTAINMENT

1. No storage of trash will be permitted in or outside any residential lot in such manner as to permit or encourage the spread of fire, foul odors, rodents or insects.
2. All trash must be placed in closed trash containers. Owners shall ensure that all trash and/or recycling containers placed outside for pickup are securely closed and not over-filled.
3. Any trash remaining on the ground after pickup shall be promptly removed and disposed of by residents.
4. The dumping or disposal of oil, grease, paint or any other chemical or residual substance is prohibited anywhere on the Property.
5. Garbage shall not be burned anywhere on the Property.

D. LEASING

1. All leases or rental agreements for units shall be in writing, shall specifically be subject to the Declaration and these Rules and shall be submitted to the Association not later than occupancy or ten (10) days after the lease is signed, whichever occurs first.
2. No unit shall be leased or otherwise occupied for transient or hotel purposes. No portion of a unit which is less than the entire unit shall be leased.
3. The Owner shall deliver to the Board a true and correct copy of any such fully executed lease (including any renewal thereof) not later than occupancy or ten (10) days after the lease is signed, whichever occurs first. Failure to deliver a copy of the lease as provided herein may result in a fine after notice and an opportunity for a hearing.
4. No leasing or allowing someone other than the Owner to reside in his or her unit shall relieve the Owner from the obligations imposed upon him or her or his or her unit pursuant to the Declaration and these Rules. An Owner shall remain primarily liable for these obligations.
5. All Owners must provide the Association, in writing, with the address of their permanent residence, telephone numbers and/or email addresses where they may be reached in the event of an emergency. Any expenses incurred by the Association in locating an Owner who fails to provide such information will be assessed back to the Owner's account. This amount will act as a lien on the unit and be collectible in the same manner as a common expense. However, under no circumstances should the Association have an affirmative obligation to locate an Owner who has not provided his or her current contact information.
6. In addition to the authority to levy fines against an Owner for a tenant's violation of the Declaration, By-Laws or these Rules, the Board shall have all rights and remedies available under applicable law, including, without limitation, the right to maintain an action for possession against the Owner and/or his or her tenants under the eviction provisions of the Illinois Code of Civil Procedure, an action for injunctive and/or other equitable relief, and/or an action at law for damages. The Owner shall also pay the amount of any legal fees and costs incurred by the Association in connection with any such violation by a tenant or the tenant's family, guests, invitees and pets, and all costs, damages, expenses and other charges attributable to or resulting from the violation shall be charged to the assessment account of the responsible Owner, shall constitute a lien against the unit and shall be collectible in the same manner as a common expense.
7. The Board, in its sole discretion, shall have the authority to adopt additional rules and regulations regarding all aspects of leasing, including, but not limited to, requirements and guidelines for leasing and the imposition of fees related to leasing and the administration and enforcement of this Section.

SECTION 2 USE OF COMMON AREAS

A. OBSTRUCTIONS / APPURTENANCES

1. There shall be no obstruction of the common areas, nor shall anything be stored or erected outside of the residential lots except as may be expressly permitted in the Declaration or by the prior written approval of the Board.
2. No permanent or temporary structure shall be placed or constructed on any portion of the common area or on any easement areas without the prior written consent of the Board.
3. No clothes, sheets, blankets, laundry of any kind of other articles, shall be hung out or exposed on any part of the common areas. The common areas shall be kept free and clear of litter, rubbish, debris and other unsightly materials.
4. No alterations of any common areas shall be made by any Owner without the prior written approval of the Board.
5. Owners are prohibited from removing trees or other vegetation or otherwise altering the natural state of vegetation on any portion of the common area.

B. PROPER USE

1. The common areas shall only be used for the purposes for which they were designed. Any activity which creates a nuisance, damages the common areas or disrupts the reasonable enjoyment of any portion of the Property shall be prohibited. "Property" is defined on Pg 5 of Amended Declarations and By-Laws.
2. There are common areas throughout the community, including the lake, easements, common areas and parks. which may be used by all members in good standing and their guests. A map showing these areas is available on the Association's website (www.slia.net).
3. The use or operation of snowmobiles, all-terrain vehicles, go-karts or similar vehicles is prohibited on all portions of the Property.
4. No person shall feed or provide food to wildlife or interfere with or cause harm to any wildlife anywhere on the common areas, except where deterrent efforts are approved by the Board for the benefit of the community.
5. No person shall commit waste on the common areas, interfere with the proper use of the common areas by others or commit any littering, vandalism or boisterous or improper behavior on the common areas which interferes with or limits the enjoyment of the common areas by other residents. Repair costs for damage to the common areas attributable to an Owner or resident (or a family member, guest, invitee, licensee, contractor or pet of an Owner or resident) shall be charged to the assessment account of the responsible Owner, shall constitute a lien against the unit and shall be collectible as a common expense.

SECTION 3 USE OF THE LAKE

A. WATERCRAFT REGULATIONS

1. An Owner's assessment account must be current in order for the Owner and/or occupant to use the common area facilities, including the lake area. Owners and occupants are not permitted to bring as their guest any Owner and/or occupant who is delinquent in the payment of assessments.
2. The use of the lake shall be restricted to non-motorized watercraft (i.e., row boats, kayaks, canoes, paddle boats, pontoon paddle boats and sail boats), which shall not exceed eighteen feet (18') in length. No motors, gas or electric powered watercrafts of any kind (except for emergency purposes) shall be permitted on the lake.
3. All watercraft on the lake must carry the requisite number of Coast Guard approved floatation devices.
4. All watercraft must display a valid Association boat permit sticker (except for inflatable boats).
5. All persons wishing to use watercraft on the lake must complete and submit the Sylvan Lake Boat Permit Sticker/Storage Request Form in its entirety. It is available from the Board and/or may be found on the Association's website.
6. The issuance of a boat permit sticker shall be conditioned upon the Owner being current in their payment of assessments.
7. Owners in good standing shall be issued two (2) free boat permit stickers. Residents with more than two (2) boats/watercrafts must purchase additional boat permit stickers in the amount of \$5.00. The Board shall have the authority to increase the cost of additional boat permit stickers from time to time by resolution.
8. Boat permit stickers are valid during the lifetime of the boat/watercraft. There will be no charge for replacement boat permit stickers.
9. Boat permit stickers must be displayed above the waterline and where easily visible.
10. Guests must have the watercraft owner's permission to use the watercraft before being allowed onto the lake when the Owner and/or watercraft owner is not on board. Owners bringing a guest to the lake and/or beach area must remain at the lake and/or beach area as long as their guests remain there. Owners are responsible for the actions of their guests.
11. If any boat that is registered with a Sylvan Lake boat sticker is being given to or sold to another Sylvan Lake resident, it's the responsibility of the seller to notify the Boat Director of the change in ownership. This shall be accomplished by

either a written letter or completing a boat registration form identifying the seller and the new owner. If this notification is not followed, the registered owner (as recorded in the database) may be responsible for any fees or fines associated with their boat. In addition, it's also the responsibility of the new owner to register the boat or notify the Boat Director in order to update the Boat Registration data.

12. Garbage or any type of contaminant is prohibited from being disposed of into the lake.

B. WATERCRAFT STORAGE

1. Inflatable boats shall not be kept on the beach, in any easement areas, the common areas or on any boat storage rack. These areas are for daily use only.
2. Any watercraft [other than paddleboats] stored in an easement area must be stored on a boat storage rack. If a storage rack is not available, it must be stored either to the left or to the right of the easement area. Any watercraft stored in an easement area must allow twenty feet (20') in the middle of the easement so as to not obstruct passage to and from the lake area by other members.
3. Sailboats must be stored in the sail boat pier located on the common areas.
4. Paddleboats must be stored in the paddle boat pier located on the common areas.
5. Pontoon paddle boats are not allowed to be stored at the beach or on any of the easement areas.
6. Any resident who stores their watercraft in common areas shall be charged an annual storage fee of \$25.00, which amount may be increased by the Board from time to time by resolution.
7. All watercraft stored on storage racks of the Association must be stored in the Owner's assigned storage space.
8. Residents have no right to sell, lease or otherwise transfer a storage space assignment to any party. Any resident that requests a reassignment or removal of an assigned storage space must complete the Sylvan Lake Boat Permit Sticker/Storage Request Form.
9. Watercraft storage on the Association's storage racks shall only consist of kayaks, canoes and rowboats. Paddleboards are not permitted to be stored on Association-owned storage racks.
10. All watercraft shall be stored upside down or otherwise kept puddle-free in order to mitigate the spread of mosquitoes.
11. No watercraft shall be stored on the beach in the designated swimming area. Any watercraft stored in such area may be removed with or without notice at the expense of the responsible Owner.

12. Any watercraft without a boat permit sticker that is left on the Property may be tagged with a thirty (30) day removal notice by the Association. The Association may, in its sole discretion, post photographs and notify the residents of the abandoned watercraft. Any watercraft that is not claimed within thirty (30) days of the removal notice may be removed and disposed of by the Association, in its sole discretion.
13. All watercraft on the beach (excluding the storage rack) must be removed from the beach between November 15th and March 15th of every year. It is the responsibility of the member to remove their watercraft by November 15th every year. The storage fee will remain in force as it will be considered a seasonal storage fee. Watercraft owners not removing their vessels from the beach by November 15th of every year will be notified by the Association that they are in violation of the rules and regulations and the enforcement procedure will take effect.

C. BEACH AREA

1. There is no lifeguard on duty at the beach area. All persons shall use the beach area at their own risk. No one should swim alone.
2. Persons less than sixteen (16) years of age must be accompanied by a responsible person sixteen (16) years of age or older. Parents or guardians should supervise their children.
3. All children who are not toilet-trained shall wear tightly fitting rubber or plastic pants.
4. Glass or other materials that might create hazardous conditions shall not be permitted in the beach area.
5. Alcoholic beverages and smoking are prohibited in the beach area, with the exception of SLIA-sponsored events.
6. Pets are not permitted on the beach area or to swim in the lake from the beach area.
7. There shall be no fishing allowed on the beach area or on boat piers.
8. Personal conduct within the beach area must be such that the safety of self and others is not jeopardized. No running, boisterous or rough play is permitted. Diving is not allowed anywhere on the beach area or from any piers or rafts.
9. Use of the beach area is prohibited after 10:00 p.m. Sunday through Saturday.

D. FISHING REGULATIONS

1. All individuals who fish at the lake must have a valid fishing license as required by

applicable governmental authorities.

2. No live bait is permitted, except for worms.
3. Except with the prior written consent of the Association, no netting or fish traps is permitted.
4. In order to preserve fishery, catch and release of all bass fish is required.
5. Persons are allowed to catch and keep pan fish up to the limit specified by state law. Any number over that must be released. All carp that are caught must be removed and disposed of.

E. PIERS, RAFTS, AND BOAT LIFTS

1. Any Owner whose residential lot borders or extends into the lake or any other party may only construct a new pier into the lake upon the prior written consent of the Board. Owners remain responsible for maintaining and insuring any such pier. No pier shall exceed twenty-four feet (24') in length and sixteen feet (16') in width and/or one-hundred and sixty (160) square feet for a single lot or three-hundred (300) square feet for two or more connected lots. An Owner pier must be located entirely within the shoreline boundaries of the Owner's residential lot. Consideration of the physical location with respect to surrounding structures and boat traffic will be evaluated by the Board.
2. Floating rafts must be located entirely within the shoreline boundaries of the Owner's residential lot and must be approved by the Board prior to being installed. Floating rafts are not allowed offshore of an Owner's individually owned property that has an easement between the shoreline and the residential lot. No floating raft shall extend more than forty feet (40') offshore from the shoreline.
3. Any Owner that has an easement between their residential lot and the shoreline shall not be allowed to construct a new pier. If any Owner with an easement between their residential lot and the shoreline previously installed a pier prior to January 1, 2018, such pier will be grandfathered in for use by the Owner. Such Owners are required to obtain additional umbrella insurance coverage on the pier and shall hold the Association harmless for any liability incurred due to the use of such grandfathered pier.
4. Any piers and floating rafts must be maintained and insured by the respective Owner. Owners that have piers and/or floating rafts must name the Association and the Board as additional insured parties on their personal liability insurance policies, which coverage shall be on a primary and non-contributory basis and shall contain waivers of subrogation in favor of the Association. Owners must provide evidence of such insurance coverage to the Association on an annual basis.
5. Floating rafts must be brought to the shore by the Owner no later than November 15th of each year and must be stored at the shoreline or on the ground within the Owner's residential lot. Offshore floating rafts shall not be stored on any portion of the common

area.

6. Boat lifts must reside either to the left or right of an Owner's pier and shall not extend beyond the maximum pier length of twenty-four feet (24'). Boat lifts must be located entirely within the shoreline boundaries of the Owner's residential lot.

SECTION 4 SAFETY AND SECURITY

A. SAFETY AND SECURITY

1. Any suspicious activities or prolonged nuisances are prohibited in the common areas or any other portion of the Property and should be reported to the Association and the police department.
2. No door-to-door sales or solicitation, whether for profit or not-for-profit purposes, is permitted by residents or their guests.

B. FIRE HAZARDS

1. Owners are not permitted to conduct activities or keep items anywhere on the Property (including their individual units) which may pose a fire hazard and/or increase the cost of the Association's insurance.
2. Smoking is prohibited in all common areas.
3. There shall be no burning of leaves on any streets, including on the curbs.

SECTION 5 ACTIONS OF OWNERS AND RESIDENTS

A. ANNOYANCE OR NUISANCE

No noxious, offensive, dangerous or unsafe activity shall be carried on in any unit or the common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance to the other residents. No resident shall make or permit any disturbing noises or offensive odors by himself or herself, his or her family, guests, invitees, licensees or pets, nor do or permit anything to be done by such persons or pets that will unreasonably interfere with the rights, comforts or convenience of other residents. No resident shall talk, play, or suffer to be played, any musical instrument, or operate or suffer to be operated, a stereo, computer, television set, radio, video game, appliance or other item at such high volume or in such other manner that it will cause unreasonable disturbance to other residents. No Owner, resident or guest shall interfere with the use of another resident's property or act in a manner that would constitute a violation of any law.

B. COMPLIANCE WITH LAW / ASSOCIATION EXPENSES

Owners and residents shall comply with and conform to all applicable laws and regulations

of the United States of America and of the State of Illinois, and all ordinances, rules and regulations, including, ordinances and rules of governmental authorities having jurisdiction over the Property. An Owner shall be strictly liable for any claim, damage, or judgment entered as a result of the use or operation of his or her unit, or caused by his or her own conduct or the conduct of the Owner's occupants, guests, family members, invitees, licensees, contractors or pets. Costs incurred by the Association in connection with such strict liability shall be charged to the assessment account of the responsible Owner, shall constitute a lien against the unit and shall be collectible in the same manner as a common expense.

C. PETS

1. No animals of any kind shall be raised, bred, kept on or brought to the Property, except that dogs, cats or other customary household pets may be kept subject to these Rules. Except where otherwise specified, these Rules shall be applicable to all pets kept on or brought to the Property.
2. To the extent applicable, all pets shall be properly licensed, have proper vaccinations and have proper ownership and vaccination tags. The Association shall have the right, but no affirmative obligation whatsoever, to require adequate proof of all required licenses, vaccinations and tags.
3. Pets shall not be kept, bred or maintained for any commercial purpose, shall not be allowed to run loose in the common area or on residential lots occupied by other residents and shall not, in the judgment of the Board, constitute a nuisance to others.
4. Cats and dogs must be leashed at all times while on the common areas.
5. Each pet owner shall assume full responsibility for personal injury and property damage caused by his or her pets.
6. Residents and other persons attending to pets shall at all times be responsible for cleaning up after their pets and shall immediately remove and properly dispose of in a clean and sanitary manner all waste attributable to their pets.
7. Any Owner found to be in violation of these Rules concerning pets shall be subject to any and all remedies available to the Association including, without limitation, a daily fine until such violation is cured. The Association reserves the right, but shall assume no affirmative obligation, to report any violations regarding pets to animal control or other appropriate governmental authorities.

**SECTION 6
VEHICLES**

GENERAL PARKING RULES

1. No motorized vehicles of any kind are allowed in any common areas.

2. There shall be no racing or driving in a hazardous manner on any portion of the Property.
3. All vehicles parked in driveways or in public view must be operable and must have a valid state license plate.
4. No vehicles with temporary tarps or similar materials shall be permitted on any exterior portion of the Property, including on driveways.
5. A speed limit of twenty (20) miles per hour must be observed at all times while on the Property.
6. Vehicles shall not be parked in any manner which interferes with ingress to and egress from a street, drive, parking area, sidewalk, fire lane or other portion of the common areas or which obstructs passage of other vehicles or emergency vehicles.

SECTION 7 OWNER AND RESIDENT INFORMATION

A. INFORMATION REQUEST

The Board may request from Owners from time to time information which is reasonably related to the administration and operation of the Property. Such information may include, without limitation, the names, permanent residence addresses and telephone numbers of Owners, the names of and telephone numbers for occupants of units, a description of pets to be kept on the units, information relating to the identity of and contact information for mortgage and/or other lien holders for units and/or vehicle identification information.

B. ENFORCEMENT

Any expenses incurred by the Association in connection with an Owner's refusal or failure to provide information as required in this Section, including, without limitation, title company charges and attorneys' fees, shall be assessed to the assessment account of the owner, constitute a lien against the Owner's unit and be collectible in the same manner as a common expense.

SECTION 8 ASSESSMENTS AND ASSESSMENT COLLECTIONS

A. PAYMENT OF ASSESSMENTS

1. Assessments are due and payable on or before the last day of February every year. Checks are to be made payable to "Sylvan Lake Improvement Association" and should be mailed or delivered to the Association, unless otherwise specified by the Board.
2. A late fee may be charged to any account upon which the full amount due has not

been received by the last day in February. The Board shall have the authority to increase the late fee from time to time by resolution. Any and all charges, including, but not limited to, bank charges, incurred by the Association as a result of checks returned for any reason will be charged to the Owner.

3. All payments received, including payments designated by an Owner to be applied toward a specific obligation, will be first applied toward the oldest outstanding charges on the Owner's account.

B. COLLECTION OF ASSESSMENTS

1. Any account upon which any amount due to the Association has not been paid within ninety (90) days of the due date may be turned over to the Association's attorneys to commence collection proceedings.
2. The Association may utilize any and all remedies available pursuant to the Declaration and applicable law in collecting assessments, including, but not limited to, the initiation of eviction and lien foreclosure proceedings.
3. Any and all collection costs, including, but not limited to, title company charges, recording fees, management company charges, if any, court costs and attorneys' fees, as well as late fees and bank charges, shall be assessed to the assessment account of the Owner, shall constitute a lien against the unit and shall be collectible in the same manner as a common expense.
4. In the event the Association incurs any fees or costs, including, but not limited to, attorneys' fees and court costs, in an effort to protect its interests and/or to monitor the progress of a mortgage foreclosure, bankruptcy or other legal proceeding, all such fees and costs shall be the responsibility of the Owner of the unit in which the Association's interests are at issue and such fees and costs shall be charged to the assessment account of the responsible Owner, shall constitute a lien against the unit and shall be collectible in the same manner as a common expense.

**SECTION 9
ENFORCEMENT**

A. VIOLATION PROCEDURE

1. If an Owner or resident is believed to be in violation of any of the provisions of the Declaration, the By-Laws, these Rules or other Association governing documents, a signed, written complaint may be submitted to the Association by an Owner, resident, or member of the Board on the Violation Report (Exhibit "A") or a written document in substantially similar form.
2. Upon the Association's receipt of a complaint alleging conduct that the Board in its reasonable business judgment deems to be a potential violation, the Association shall mail or deliver a Notice of the Violation (Exhibit "B") or a written document in substantially similar form to the Owner and/or resident. Notice shall be considered delivered upon deposit in the U.S. certified or registered mail, postage prepaid,

return receipt requested, upon personal delivery to the Owner and/or resident or sent by email or any other authorized electronic transmission.

3. If an Owner either believes that no violation has occurred or that he or she has been wrongfully or unjustly charged with a violation, the Owner must, within fifteen (15) days after notice of the violation has been served upon the Owner or resident, deliver to the Association a written request for a hearing concerning the alleged violation. If a request for a hearing has been delivered as required herein, a hearing on the alleged violation shall be held before the Board or a duly authorized commission or other representative, at a time, place and location to be determined in the sole discretion of the Board.
4. If no request for a hearing has been submitted within the aforementioned 15-day period, the hearing shall have been considered waived, the allegations in the notice of violation shall be deemed admitted by default, and appropriate action, if deemed necessary by the Board, may be taken. The Owner or resident shall be notified by the Association of any such determination in the same manner as if a hearing had been conducted.
5. Nothing herein stated shall be deemed to preclude the Board from automatically scheduling a hearing in the absence of a hearing request from the Owner. In the event that the Board schedules a hearing in this manner, the Association shall deliver to the Owner notice of the hearing. The hearing shall be held before the Board or a duly authorized commission or other representative, at a time, place and location to be determined in the sole discretion of the Board.
6. An Owner accused of a violation will have a reasonable opportunity to defend himself or herself at the violation hearing. If an Owner or resident will be having a lawyer appear with him or her at the hearing, the Board must be notified not less than five (5) business days in advance of the hearing date to allow the Board to determine whether or not to arrange for one (1) or more of the Association's attorneys to attend to assist the Board. All hearings will proceed with or without the presence of the accused person.
7. Notwithstanding the foregoing, the Board, in its sole discretion, may, but shall have no obligation to, issue a warning notice in lieu of a Notice of Violation or Notice of Violation and Hearing (Exhibit "C") or a written document in substantially similar form in cases where a violation has been corrected or it reasonably appears the violation will be promptly corrected.

B. FINES / COSTS / LATE FEES

1. If any Owner is found to be in violation, the Board will notify the offending party by issuing a Ruling on Violation Report (Exhibit "D") or use of a substantially similar method of notification, and a fine may be charged to the assessment account of the Owner of the unit in which the offending person resides or is/was a guest, invitee or licensee.

2. The Owner shall pay all fines and/or other charges assessed within thirty (30) days of notification that such charges are due. Failure to make payment within this time period shall subject the Owner to all of the legal and equitable remedies available for the collection of assessments.
3. All fines and related costs and expenses shall be charged to an Owner's assessment account, shall constitute a lien against the unit and shall be collectible in the same manner as a common expense.

C. AMOUNT OF FINES

1. Unless otherwise stated, the following fine schedule shall be used:
 - a. Warning letter or up to \$250.00 First violation;
 - b. \$100.00 or up to \$500.00 Second violation of the same or another covenant or Rule within a twelve (12) month period; and
 - c. \$300.00 or up to \$1,000.00 Third and subsequent violation of the same or another covenant or Rule within a twelve (12) month period.
2. For violations of a continuing nature, the Board may impose daily or weekly fines that accrue until the violation has been corrected.

D. OTHER REMEDIES

The remedies hereunder are not exclusive. In the event of any violation of the Declaration, the By-Laws or these Rules, the Board reserves the right to utilize any and all remedies, both legal and equitable, to prevent violations or to compel enforcement. Without limiting the foregoing, to the extent permitted by applicable law, the Association reserves the right to take any and all actions it deems necessary prior to, subsequent to and/or in lieu of the initiation of violation proceedings in connection with any violation. Any election of a particular remedy by the Association shall not preclude the Association from seeking any other remedy.

**SECTION 10
SEVERABILITY**

If any provision of these Rules is found to be invalid, the remainder of these Rules shall remain in full force and effect. To the fullest extent permitted by law, if any provision of these Rules will for any reason be found invalid, illegal or unenforceable, it is the intent of the parties to these Rules that such provision shall automatically be amended or modified to render it valid, legal or enforceable.

EXHIBIT "A"
SYLVAN LAKE IMPROVEMENT ASSOCIATION
VIOLATION REPORT

PLEASE NOTE: This Violation Report must be completely filled out to the extent applicable or the complaint may not be considered valid by the Board of Directors of Sylvan Lake Improvement Association. After this Violation Report has been filed, it may be necessary for you to appear at a violation hearing held at the next regularly-scheduled Board meeting (or as may otherwise be scheduled). The accused party will also be asked to attend any scheduled violation hearing. After hearing this case, the Board will determine if a violation occurred and if corrective action should be taken.

Alleged Offender's Name: _____

Alleged Offender's Address: _____

Incident Location: _____

Date/Time of Incident: _____

Alleged Violation(s):

Report Submitted By: _____

Address: _____

Phone Number: _____

Signature: _____

Date: _____

Contact SLIA at:
BOARD OF DIRECTORS
SYLVAN LAKE IMPROVEMENT ASSOCIATION
781 S Midlothian Road, #265
Mundelein IL 60060

EXHIBIT "B"
SYLVAN LAKE IMPROVEMENT ASSOCIATION
NOTICE OF VIOLATION

SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND REGULAR MAIL

DATE OF NOTICE: _____

OWNER(S)
AND ADDRESS: _____

Mundelein, IL

Pursuant to Subsection 1-30(g) of the Illinois Common Interest Community Association Act (the "Act"), you are hereby notified that you are charged with a violation of the Declaration, By-Laws and/or Rules and Regulations for Sylvan Lake Improvement Association (the "Association").

It has specifically been alleged that you have engaged in the following conduct:

If verified, the alleged conduct would be in violation of: _____

Please be advised that you must take the actions specified in Section 9 of the Rules and Regulations if you believe the charge(s) is/are unjustified. You are required to request a hearing with the Sylvan Lake Board of Directors at the mailing address shown below. Once received, the Board will notify you by mail of the date and location for your hearing. This hearing will be scheduled during one of the Regular Board Meetings of the SLIA which are held each month except September and December. **PURSUANT TO THE RULES AND REGULATIONS, IF YOU FAIL TO REQUEST A HEARING WITHIN FIFTEEN (15) DAYS OF THE DATE OF THIS NOTICE, YOU WILL BE FOUND TO BE IN VIOLATION BY DEFAULT. A HEARING MUST BE REQUESTED IN WRITING AND MUST, WITHIN FIFTEEN (15) DAYS OF THE DATE OF THIS NOTICE, BE RETURNED TO THE ASSOCIATION.**

Should the Board conclude that there has been a violation, the Association may take further action against you as authorized by the Act and/or other applicable law, the Declaration, the By-Laws and/or the Rules and Regulations, including, but not limited to, the imposition of a fine and/or the initiation of proceedings seeking eviction and/or injunctive relief. Furthermore, if the Board finds that there has been a violation, any and all expenses incurred by the Association in connection with the violation, including, but not limited to, the cost of correcting the violation, court costs and attorneys' fees, may be assessed against the Owner's account.

Contact SLIA at:
BOARD OF DIRECTORS
SYLVAN LAKE IMPROVEMENT ASSOCIATION
781 S Midlothian Road, #265
Mundelein IL 60060

EXHIBIT "C"
SYLVAN LAKE IMPROVEMENT ASSOCIATION
NOTICE OF VIOLATION AND HEARING

SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND REGULAR MAIL

DATE OF NOTICE:

OWNER(S)
AND ADDRESS:

Mundelein, IL

Pursuant to Subsection 1-30(g) of the Illinois Common Interest Community Association Act (the "Act"), you are hereby notified that on _____, 202____ at _____.M., at _____, the Board of Directors of Sylvan Lake Improvement Association (the "Association") shall convene for the purpose of conducting a hearing regarding your alleged violation of the Declaration, the By-Laws and/or the Rules and Regulations of the Association.

It has specifically been alleged that you have engaged in the following conduct: _____

If verified, the alleged conduct would be in violation of: _____

You are strongly encouraged to attend this hearing. The hearing will provide you with the opportunity to address the allegations that have been made against you and to explain any relevant circumstances which may exist. Should the Board conclude that there has been a violation, the Association may take further action against you as authorized by the Act and/or other applicable law, the Declaration, the By-Laws and/or the Rules and Regulations, including, but not limited to, the imposition of a fine and/or the initiation of proceedings seeking eviction and/or injunctive relief. Furthermore, if the Board finds that there has been a violation, any and all expenses incurred by the Association in connection with the violation, including, but not limited to, the cost of correcting the violation, court costs and attorneys' fees, may be assessed against the Owner's account.

Contact SLIA at:
BOARD OF DIRECTORS
SYLVAN LAKE IMPROVEMENT ASSOCIATION
781 S Midlothian Road, #265
Mundelein IL 60060

EXHIBIT "D"
SYLVAN LAKE IMPROVEMENT ASSOCIATION
RULING ON VIOLATION REPORT

DATE: _____

TO: _____

On the _____ day of _____, _____, the Board of Directors (the "Board") of Sylvan Lake Improvement Association (the "Association"), after providing notice and an opportunity for a violation hearing, voted upon your alleged violation of the Declaration, By-Laws and/or Rules and Regulations of the Association regarding:

This allegedly was violated by: _____

The Board has taken the following action:

- ☐ The Board has determined that no violation occurred.
- ☐ The Board has determined that a violation has occurred. This warning notice is being issued instead of a fine.
- ☐ The Board has determined that a violation has occurred. A fine in the sum of \$_____ has been assessed against your account.
- ☐ The Board has determined that a violation of a continuing nature has occurred and is occurring. Accordingly, effective _____, 202_____, a daily / weekly (circle one) fine in the amount of \$_____ will be assessed against your account until the violation has been corrected.
- ☐ As a result of the violation, costs and/or legal fees in the amount of \$_____ have been incurred by the Association and these expenses are being charged against your account. Further expenses may be charged against your account.
- ☐ Legal proceedings may be instituted if further violations occur.

Contact SLIA at:

BOARD OF DIRECTORS
SYLVAN LAKE IMPROVEMENT ASSOCIATION
781 S Midlothian Road, #265
Mundelein IL 60060

