

# **RULES AND REGULATIONS**

## **TABLE OF CONTENTS**

Objectives.....	2
General Restrictions.....	2
Architectural Standards.....	2
Lot Maintenance.....	3
Parking And Vehicular Restrictions.....	4
Pets/Animal Control.....	5
Noise, Lighting, And Signage.....	5
Parks, Lakes, And Common Areas.....	7
Tennis Courts.....	7
Swimming Pool.....	7
Maintenance And Operation Of The Clubhouse (Cheshire Club).....	8
Maintenance And Operation Of The Office Building.....	10
Leases, Tenants, And Nonresident Unit Owners.....	10
Lease/Rental Terms.....	11
Unit Owner Responsibilities.....	11
Violations And Fines.....	12
Common Area Property.....	12
Enforcement Of Rules And Regulations.....	16

# ***Prestbury Citizens Association***

## **Rules and Regulations**

### **OBJECTIVES**

On behalf of the Prestbury Citizens Association (hereafter referred to as the PCA or the Association), we welcome you to our community. Prestbury is governed by an Association with an elected Board of Directors that has compiled this booklet as a means of informing you about the shared responsibilities of Prestbury residents.

Our Rules and Regulations are purposely few and have been developed on the basis of experience gained during the many years of Prestbury's existence. To continue to benefit *from* self-governance, we must also share the responsibilities and obligations necessary to preserve Prestbury as an exceptional place to live.

Your participation in community activities and governance is welcomed.

### **GENERAL RESTRICTIONS**

The Association is responsible for maintaining the facilities of Prestbury. It is also charged with maintaining the high standards established for this community. The Association is an Illinois not-for-profit corporation operated by the residents of Prestbury for the mutual benefit of all people residing within the community. The Association's responsibilities include the following:

1. Maintaining and enforcing decisions of the Association and its Board of Directors.
2. Enforcing all facets of the restrictive covenants established and recorded for the community.
3. Managing and maintaining open spaces and all "common areas" excluding parkways, right of ways and those under the control of sub-associations, parks, recreational facilities (e.g., pool, tennis courts), the clubhouse, the pool house, and the office building.
4. Serving as a contact for governmental agencies on behalf of the residents of Prestbury.
5. Providing street maintenance and snow removal within PCA-owned streets.
6. Assessing all owners of record in Prestbury a sum equal to the amount established by the By-laws.
7. Enforcing the Rules and Regulations so as to carry out the legitimate objectives of the Association.

The registered office of the Association is located at 15 Winthrop New Road, Sugar Grove, Illinois 60554.

### **ARCHITECTURAL STANDARDS**

The Association has a complete set of Architectural Standards that must be adhered to for construction of new homes; remodeling of, or additions to, existing homes; any alteration of site drainage; or erection of

any structure on the member's premises. The latter includes, but is not limited to, skateboard ramps, ice rinks, batting cages, tree houses, tree carvings, patios, decks, sunrooms, fences, and awnings as determined by the committee. Residents contemplating any of the above should request a set of Standards from the Prestbury Board Assistant and schedule a time to meet the Architectural Review committee prior to beginning any of the above actions. Residents of Sub-Associations may have their own set of Architectural Standards that must comply with PCA's standards, but their standards may be more restrictive. Further, The Prestbury Architectural Review committee shall have the right to review all such plans and specifications and to accept the same or reject the same if, in the opinion of the committee, they are not suitable or desirable for aesthetic compatible or any other reasons as set forth within the standards as proscribed by the Committee or the Board of Prestbury. The Architectural Review Committee may or may not within its own purview request any applicant to seek input from residents residing contiguously to any site involved in any request for approval and the committee reserves the right to define and proscribe for the site location of any such request. Such plans, specifications, and request shall either be approved, disapproved or amended in accordance to the guidance provided by the Architectural Review Committee, Architectural Standard and any proscribed governing documents. The Architectural Review Committee may also take into consideration such additional issues as exterior appearance, consistency with existing neighboring structures, size, and proposed location.

## LOT MAINTENANCE

1. Visual character and economic value of property in a neighborhood are affected by the quality of building and grounds maintenance. All owners shall keep all lots and premises owned by them, and all improvements therein or thereon, in good order and repair as determined by the PCA Board.
2. Property owners and residents are responsible for properly maintaining the exterior of their residence, as well as fences, decks, and other structures on their lots. Required maintenance includes those actions necessary to preserve the appearance of the property and prevent deterioration. Materials that have deteriorated must be repaired or replaced. Examples of deterioration include, but are not limited to: peeling, fading, or chalking paint; siding or trim (including shutters, fascia, and flashing) that is severely faded, mismatched, broken, rotted, dirty, or dented; missing gutters or downspouts that are bent, sagging, or missing; and approved fencing that is broken, rotted, leaning, or missing.
3. Lawns must be maintained in a manner that is in keeping with the ambience of Prestbury. Turf, including that on undeveloped lots, must be mowed before it exceeds 6" in height. Planting beds, shrubbery, driveways, and walkways must be properly maintained. Dead or dying trees and downed branches must be removed within 30 days, as outlined in the "Enforcement of Rules and Regulations."
4. Undeveloped lots and lawns surrounding residences shall be mowed and weeded from curb to property line and kept free of trash, refuse, and debris.
5. Exterior use of artificial turf is not permitted.
6. All rubbish, trash or garbage shall be kept so as not to be seen from neighboring dwellings and streets, and protected from animals, or kept in the garage. Grass clippings and yard waste must be placed in appropriate brown paper bags with stickers affixed if required by the waste hauler, unless used as compost or mulch. Neither garbage nor yard waste may be placed on curbs prior to 5:00 p.m. on the evening preceding the day of garbage pick-up. After trash collection on or before that evening, the trash receptacles shall be immediately returned to the place screened from view within the property or placed in the garage.
7. Grass clippings and yard waste must be placed in appropriate brown paper bags with stickers affixed if required by the waste hauler, unless used as compost or mulch. Neither garbage nor yard waste may be placed on curbs prior to 5:00 p.m. on the evening preceding the day of garbage pick-up. All rubbish, trash or garbage shall be kept so as not to be seen from neighboring dwellings and or kept in the garage.
8. Dumping of grass clippings or other refuse on empty lots, in common areas, on right of ways, into

- Prestbury lakes, or against fences is prohibited.
9. Burning of grass clippings, leaves, tree branches, or other yard waste or garbage is prohibited, except for controlled burns that periodically may be performed on common areas under the direction of the PCA. Violation of burning restrictions will result in a fine of \$25.00 per incident.
  10. Open fire pits for the sole use of aesthetics and or warmth shall be allowed providing that appropriate safety measure are observed and that placement of such pit whether movable or fixed does not impact in any negative way on the neighbors or the community as a whole. Further in the cases of a fixed fire pit the architectural review committee of the Prestbury Board must grant approval of placement of said pit and adjoining neighbors shall be notified prior to approval. A fire pit used under this amendment that burns or allows to be burned grass clippings, leaves, tree branches, other yard waste or garbage of any type will be in violation of said amendment and can be subject to a fine of \$25.00 per incident and or forced removal of said pit with repeated occurrence.
  11. Personal use of the Dumpster is strictly prohibited.

## PARKING AND VEHICULAR RESTRICTIONS

1. Commercial vehicles may not be parked in Prestbury, except for vehicles belonging to purveyors who are performing a service at a home. Commercial vehicles are defined, according to Illinois Vehicle Code (625.I.LCS 5/1-111.8) (from Ch.951/2, par1-114) as any vehicle operated for the transportation of persons in the furtherance of any commercial enterprise, For-hire or Not for-hire, but not including a commuter van, a vehicle used for ride sharing arrangement when being used for that purpose, or recreational vehicle not being used commercially. In addition, vehicles licensed as commercial vehicles and /or those bearing signs or printing making reference to any commercial undertaking or enterprise, are included in Prestbury' s definition of commercial vehicles, as are stretch limousines and hearses.
2. No trailers of any type (e.g., camping trailers, house trailers, motor homes, boat trailers) may be parked overnight on any lot, in off-street parking areas, or on Prestbury streets. Residents needing to park trailers for loading or unloading must contact the PCA Office for permission. Permission may be granted for 48 consecutive hours and not more than 3 times in a calendar year.
3. Operation of unlicensed vehicles (e.g., snowmobiles, motor bikes, mini bikes, go carts, golf carts, all-terrain vehicles) is prohibited within Prestbury. The only exceptions allowed is for golf carts operated in the conduct of business operations of Bliss Creek golf course and the Calvary Church. Licensed vehicles with the exception of service vehicles, are not allowed on common areas.
4. Residents should make every effort to park their personal vehicles within their garage or on their driveway.
5. Residents or their guests may use off-street parking areas for no longer than 48 consecutive hours. Residents or guests wishing to use off-street parking areas for longer than 48 consecutive hours must obtain permission from the PCA.
6. Overnight parking (1:00 a.m. to 6:00 a.m.) on any street (including cul-de-sacs) within Prestbury is prohibited.
7. Owners of abandoned or immobile vehicles that are parked in off-street parking areas for longer than 48 consecutive hours will be notified and must remove those vehicles within 24 hours of notification. If not removed pursuant to notification, the PCA reserves the right to tow and store such vehicles at their owners' expense. If the owner is a resident, and the associated costs of towing and storage are not immediately paid by the owner, these costs will be included in the resident's monthly assessment. The PCA assumes no responsibility for damage to vehicles parked at residences, in off-street parking areas, or on Prestbury streets.
8. Violation of these rules will result in a fine as determined by the PCA Board.

## PETS/ANIMAL CONTROL

1. No livestock (including poultry), horses, or more than two each of dogs or cats four months of age or older shall be kept or maintained on any lot or in any dwelling unit.
2. Dogs and cats must be contained on the owner's premises or on a leash in other areas. Residents walking pets on public streets or in common areas must clean up after their pets immediately and shall provide appropriate equipment for doing so (e.g., plastic bag and/or shovel). Pets are to be kept off private property, including empty lots.
3. In accordance with Kane County animal control ordinances, every owner of a dog or cat four months of age or older must register that dog or cat with the county animal control department within 30 days after having that dog or cat inoculated against rabies, as required by law. Every owner of a dog or cat three months of age or older shall cause such dog or cat to be inoculated against rabies by a licensed veterinarian at such intervals as have been established by the Illinois Department of Agriculture.
4. When pets are found roaming within Prestbury, every effort will be made to identify their owners. If the pet's owner cannot be identified, Kane County authorities will be notified and the pet will be impounded to be retrieved by, and at the expense of, its owner.

## NOISE, LIGHTING, AND SIGNAGE

1. Noise—Residents shall conduct themselves and their activities on their property in a manner that shall not create noise that is obtrusive to their neighbors. Noise, including loud music that becomes a nuisance and prevents neighbors from quiet enjoyment of their property, is prohibited.
2. Lighting—Outside lighting that detracts from the community's ambience because of excessive lumens/ brightness/candlepower or that shines onto neighboring property so that it prevents full enjoyment of that property is prohibited.
3. Real Estate Signage
  - a. Realtors and Private Homeowners
    - i. One standard (30" x 18", excluding temporary rider), professionally made "For Sale" sign may be placed on private property (not on parkways, common areas, or right of ways). In the event a home has rear street frontage, one additional and otherwise conforming sign may be placed in the rear of the property. A box for literature may be attached to the sign. Such signs must be removed within five days following the closing of the sale or lease of the property being advertised.
    - ii. Professionally made directional signs may be erected on corners to assist in guiding prospective homeowners to open houses. The content of these directional signs shall be limited to "Open House," accompanied by an arrow. Such signs are limited to one per corner (irrespective of the number of open houses being held on that particular street or cul-de-sac) and must be erected and removed on the same day the home is declared open for viewing. Dimensions of these signs shall not exceed 30" x 18". When multiple homes are open for viewing on a given street or cul-de-sac, real estate agents are responsible for coordinating their activities to ensure adherence to this provision.
  - b. Developers and Builders
    - i. One wood or metal, professionally made "Model Open" sign may be placed by developers and builders on private property (not on parkways, common areas, or right of ways). Such signs must be erected and removed on the same day the completed model is declared open for viewing. Dimensions of the sign shall not exceed 30" x 18".
    - ii. One developer's/builder's or real estate sign, no larger than 30" x 18", may be placed on private property of homes under construction (not on parkways, common areas, or right

of ways).

iii. No more than one sign may be erected on the property, except for days when a model home is open for viewing. In the latter case, two signs as described in (3)(b)(i) are permitted.

c. Signs in violation of these regulations will be removed, stored, and disposed of if not claimed within 30 days. In addition, a fine may be imposed upon the homeowner.

4. Election signs may only be erected on private property and not more than 60 days prior to the election, and they must be removed within 24 hours after said election.
5. No signage of any type, with the exception of real estate directional signage as described in (3)(a)(ii), may be erected within common areas, right of ways, or parks, unless approved by the Board of Directors.
6. Signage limits—political campaign (national): 60 days maximum with removal within 24 hours of election; political campaign (state and local): 60 days maximum with removal within 24 hours of election; social action (abortion, etc.): 45 days maximum; house renovation (commercial): removal within 3 days after completion; garage sale: 48 hours prior to sale and removal within 24 hours after sale; flag strips, flashing signs, and other attention-getting promotional items are prohibited.

## PARKS, LAKES, AND COMMON AREAS

1. All members and their accompanied guests are entitled to use parks, lakes, and common areas within the boundaries of Prestbury, unless determined by plat to be, and posted as, "private property."
2. Grass cutting, planting, and maintenance of parks or common areas is to be performed only under the direction of the PCA, unless written permission is obtained from the Association.
3. All boats must be photographed and registered with the PCA. Each boat shall receive a tag verifying ownership by a PCA member. Boat registration will be due on June 1 of each year. As a condition of registration, each boat owner agrees to remove his or her boat from the water by December 1 and to use the designated boat pads. After July 15, all unregistered boats will be removed from the lake. All abandoned or unregistered boats shall be removed and stored at their owners' expense. If abandoned or unregistered boats are not claimed within 30 days of notification via the PCA monthly publication, the PCA shall have the right to sell or destroy said boats. Any proceeds of a boat's sale (after payment of removal and storage expenses) shall be placed in the PCA general fund.
4. Only boats with electric motors of three horsepower or less, or electric motors of 59 thrust-pounds or less, are permitted on lakes in Prestbury. The only exception is the official Prestbury Yacht Club float boat, which is permitted to have an internal combustion engine.
5. Recreational swimming in Prestbury lakes is prohibited.
6. Recreational fishing in Prestbury lakes is permitted. Live bait, excluding minnows, is also permitted.
7. Removal of water from lakes in Prestbury by pump or other mechanical means, irrespective of purpose, is prohibited unless approved by the PCA.
8. Use of the island is restricted to those authorized by the PCA (e.g., landscaping, erosion control).
9. When the lakes are frozen, ice skating or walking on the lake is not permitted.

## TENNIS COURTS

1. Tennis shoes are required, and appropriate apparel is suggested. Court surfaces are easily damaged by inappropriate shoes.
2. Courts are for the use of residents only. Guests must be accompanied by a resident.
3. Skateboards, bikes, skates, glass, and food are not allowed on tennis courts.
4. If other residents are waiting to use the courts, players should relinquish them after one hour for singles and two hours for doubles.
5. After 5:00 p.m. and on weekends and holidays, adults have preference over children in the use of tennis courts.
6. Adherence to general rules of courtesy and good behavior is expected. Excessive noise, foul language, racquet throwing, and poor sportsmanship can result in the loss of tennis privileges.
7. Prestbury tennis courts are kept locked, and a code must be obtained from the Prestbury manager. Please lock courts after use.
8. Cars of residents using the tennis courts should be parked in off-street parking areas rather than on the street.

## SWIMMING POOL

1. Enter through shower rooms only.
2. Proper swimming attire is required. No cut-offs are allowed.
3. Only shoes designed for use on pool decks are to be worn in swimming pool deck area.
4. Admission will be refused to anyone appearing to have a contagious or infectious disease or

- open wounds.
5. Showers must be taken before entering the swimming pool.
  6. Large inflatable objects, including balls of various types, will not be permitted in the pool. Water games are not allowed, except at the discretion of the lifeguard(s).
  7. All residents must present a Prestbury ID for admission to the pool. Guests must sign the "Guest Book" prior to entering the pool deck area.
  8. Food and beverages are to be restricted to the patio area. No glass containers are permitted anywhere at any time.
  9. Running, playing tag, pushing, dunking, throwing persons into the pool, use of profane language, and other forms of rowdy behavior will not be tolerated.
  10. Periodic rest breaks will be called at the discretion of the lifeguard(s).
  11. A telephone is provided for emergency use and may be used only with the permission of the lifeguard(s).
  12. Lifeguards have the authority to expel anyone who violates rules for use of the pool.
  13. All electronic devices shall be maintained at a sound level so that only the person(s) listening can hear.
  14. Children using the pool (including the wading pool) must be toilet trained or wear a swim diaper.
  15. There is a daily guest fee per person. That fee shall be set annually and posted in the pool area. Guests must be accompanied by a resident.
  16. Pool rules and hours will be reviewed annually and will be posted in the pool area. Unauthorized persons found in the pool area when it is closed are subject to arrest.
  17. Lifeguards will close the pool in case of inclement weather or other conditions deemed dangerous to swimmers. The pool will also be closed if the air temperature is below 70 degrees.

## MAINTENANCE AND OPERATION OF THE CLUBHOUSE (CHESHIRE CLUB)

1. The Clubhouse and Office Building Committee shall consist of PCA members appointed by the Clubhouse and Office Building Committee Chair, who must be a member of the Board of Directors.
2. Prestbury property owners may use the Cheshire Club provided that their dues payments to the PCA are up to date at the time of use, no liens or judgments on behalf of the PCA exist, and there are no other Board-invoked restrictions on their property.
3. Any live music or artificial amplification of sound must terminate at 12:00 a.m. (midnight). The Clubhouse must be vacated by 1:00 a.m.
4. All members requesting use of the Clubhouse are required to execute an indemnity agreement prior to reserving the facility. A \$100.00 security deposit must also be posted at the PCA office before picking up the Clubhouse key. Residents are responsible for securing the key to the Clubhouse before the event.
5. Prestbury residents reserving the Clubhouse for personal profit or business gain (including, but not limited to, sales meetings, demonstrations, and seminars) will be charged a fee as determined by the Board of Directors.
6. A calendar of dates shall be kept by a person appointed by the Chair of the Onsite Manager. That person will coordinate scheduling and cleaning of the Clubhouse. Reservations shall be accepted on a "first come, first served" basis, and reservations may not be made more than 12 months in advance.
7. The Cheshire Club shall be locked at all times when not in use, and it shall be the responsibility of members reserving the Clubhouse to see that it is locked prior to their departure. Failure to lock the building will result in the forfeiture of the security deposit. Residents must return the key within 72 hours of the event, either to the office or in the PCA mailbox, to avoid the forfeiture of the security deposit. The Clubhouse key must be returned to the PCA Office and may not be transferred to another Association member.



8. All members using the Clubhouse will be charged a fee for professional cleaning of the facility after their event, regardless of the number of people in attendance or whether or not food is served. It is the responsibility of the reserving member to leave the Clubhouse in a basically clean and orderly condition with all kitchen garbage removed and with furniture returned to its proper position (as per the map in the kitchen).
9. Property owners in Prestbury may not reserve the Cheshire Club on behalf of nonresidents.
10. All persons using the Cheshire Club shall treat it as though it were their home.
11. The reserving member must be in attendance at all times during the function.
12. All guests are restricted to the Clubhouse grounds.
13. Decorations may be attached to wood surfaces as long as the method of adhesion does not mar the finish of those surfaces. No decorations may be affixed to painted walls. Logs in the fireplace may not be rearranged. All furniture should be returned to its original location after use.
14. Wedding receptions are limited to property owners and their children.
15. Children's parties at the Cheshire Club are defined as those functions at which the principal participants are under the age of 21 years. All children's parties require prior approval of the Board of Directors before the Cheshire Club can be reserved. The Board may require the presence of appropriate supervision, including off-duty police officers. No alcoholic beverages may be present or served at any children's party.
16. Additional rules and conditions of use may be found on the Clubhouse reservation application.
17. Personal use of the Dumpster is strictly prohibited.

## MAINTENANCE AND OPERATION OF THE OFFICE BUILDING

1. The Clubhouse and Office Building Committee shall consist of PCA members appointed by the Clubhouse and Office Building Committee Chair, who must be a member of the Board of Directors.
2. A calendar of dates shall be kept by a person appointed by the Board of Directors. This person or the PCA Manager shall be consulted prior to reserving the Office Building. Reservations shall be made on a "first come, first served" basis, and reservations may not be made more than 12 months in advance.
3. The PCA Office Building shall be locked at all times when not in use, and it is the responsibility of those who have reserved the Office Building to see that it is locked prior to their departure. The Office key must be returned to the PCA Manager within 24 hours and is not to be transferred to others.
4. The PCA Office Building may be used for sub-association meetings and small activity groups exclusive to Prestbury residents.
5. It is expected that all persons using the Office Building shall leave the building in the same condition as it was found.
6. The reserving member must be in attendance at all times during the function.
7. All furniture is to be returned to its original position after use.

## LEASES, TENANTS, AND NONRESIDENT UNIT OWNERS

### Definitions:

Association: Association is the Prestbury Citizens Association.

Lease: All written or oral agreements wherein the title holder of a resident, who does not reside there, permits its occupancy by someone not on title.

Tenant: A natural person or persons permitted to occupy a dwelling unit, pursuant to a written or verbal agreement with the title holder or its agent, to the exclusion of others.

Occupant: A Natural person residing in a residence who is not on title.

1. All unit owners who do not reside in a unit owned by them shall provide the Association within 10 days of their departure, their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expense of the Board incurred locating a unit owner who fails to provide such information shall be charged back as a fine to that unit owner. Unless otherwise provided by law, any unit owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit, and the Board shall not be liable for any loss, damage, injury, or prejudice to the rights of any such unit owner caused by any delays in receiving any notice.
2. Any lease relating to a unit must be in writing, and all tenants shall be subject to all the terms, conditions, and requirements of the Prestbury Rules and Regulations and By-laws of the Prestbury Citizens Association.
3. The unit owner, who enters into a lease of his or her unit, is responsible for providing the information regarding the tenant to the Association.
4. **The owner shall provide a copy of a signed lease and rider to the lease to the Association within 10 days after the effective date of the lease (see "Rider to Lease"). The Rider to the Lease must be signed by the owner and tenant.**

In addition, a Tenant Questionnaire containing the following information must be completed by the tenant:

- a. Permanent residence and phone number(s) of unit owner(s)

- b. The name(s) of tenant(s)
  - c. The name(s) and age(s) of tenant's children, where applicable
  - d. The number of people occupying the unit
  - e. Any other information required by the Association
5. The association is hereby expressly deemed to be a third party beneficiary of any such lease, and any violation of Rules and Regulations and By-laws shall be deemed a default under such lease, entitling the Association to exercise any and all remedies under the lease or available at law or equity, including termination, regardless of the owner's action or inaction in response to such default. Any cost incurred by the Association in exercising its rights and remedies under the lease, including attorney's fees, shall be charged to the unit owner. If the unit owner is renewing an existing lease, the unit owner must, within 10 days, deliver to the Association a copy of the original signed lease and a copy of the original signed Rider to the Lease. Provisions herein that relate to the execution of new or renewal leases shall become effective upon the expiration of any lease that is currently in effect.
  6. All information regarding contents of the lease and the Rider to the Lease shall be kept confidential by the Association, managing agent, and/or Association attorney(s).

### ***Lease/Rental /Occupancy Terms***

1. An owner may not lease less than the entire unit.
2. An owner may not lease the unit for transient or hotel purposes.
3. An owner may lease only to a natural person(s) and may not lease to a corporation or business entity or a commercial enterprise.
4. Each lease must be for a term of not less than 12 months (365 days).
5. **Subleasing is not permitted.**
6. Unit owners leasing to family members without a formal lease are required to submit a letter containing all information as required in *Leases, Tenants, and Nonresident Unit Owners*, Section 4 (above) herein, and must provide the family-member tenant with all the information and documents as would be supplied to any other tenant.
7. Unit owners are specifically prohibited from leasing to or permitting the occupancy by any individual who is a registered sex offender.

### ***Unit Owner Responsibilities***

1. **The unit owner must conduct credit and criminal background checks on his or her tenants and provide a copy to the Association.**
2. The unit owner must ensure that the tenant(s) has a current copy of the Rules and Regulations and By-laws.
3. The unit owner must ensure that tenant(s) abide by all restrictions outlined within the documents referenced above.
4. The unit owner shall pay fines and/or monetary fees associated with legal or civil actions brought about as a direct result of tenant conduct.
5. The unit owner shall indemnify and hold harmless the Association from any and all loss, damage, attorney's fees, or other expense that the Association may sustain by reason of the actions, proceedings, claims, or demands of any tenants arising out of their occupancy of the residential unit or their use of common area property.
6. **The unit owner shall pay an administrative fee to the Association in the amount of \$100.00 at the time of the delivery of the lease, credit and criminal background checks, Rider to the Lease, and Tenant Questionnaire.**

## ***Violations And Fines***

1. If a tenant violates any provision of the Rules and Regulations and By-laws, the Board shall determine what action or actions should be taken, including its right to terminate the lease.
2. Any unit owner who leases his or her property in violation of Prestbury Rules and Regulations and By-laws may be assessed a daily fine of \$50.00 per day from 10 days following the effective date of the lease, at the discretion of the Board. Additionally, any and all attorney's fee incurred by the Association in pursuing its remedies pursuant to these rules shall be the responsibility of the unit owner and will constitute a lien on the unit.

## ***Common Area Property***

1. Unit owners are responsible for the conduct of all their tenants, children, guests, and pets. Unit owners, tenants, guests, and pets that exhibit obnoxious behavior (any act, action, or display that is considered a nuisance or threatens the health, safety, or security of another person and/or property) will be subject to any action taken by the Kane County Sheriff, if called.
2. All tenants, their children, and/or their guests are required to abide by the Rules and Regulations, By-laws, and local ordinances.
3. No swimming, motorized boating, wading, or rafting in the lakes at Prestbury will be permitted by tenants or guests. Fishing is permitted by tenants and guests, but fish must be handled according to the rules of Prestbury Rules and Regulations and By-laws.
4. **When the lakes are frozen, ice skating or walking on the lake is not permitted.**

PRESTBURY CITIZENS ASSOCIATION  
RIDER TO LEASE

OWNER NAME: \_\_\_\_\_

TENANT NAME: \_\_\_\_\_

UNIT ADDRESS: \_\_\_\_\_

SUGAR GROVE, IL 60554

This rider is added to the attached lease in accordance with the Prestbury Rules and Regulations and By-laws. By this rider, the undersigned parties acknowledge expressly that every lease and the parties so noted shall be subject in all respects to the provisions of the said Prestbury Rules and Regulations and By-Laws. Any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of Prestbury Citizens Association shall be a third-party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies in the event of any such default. No rights of the Board of Directors shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

The unit owner and the tenant shall indemnify and hold harmless the Association from any and all loss, damage, attorney's fees, or other expense that the Association may sustain by reasons of actions, proceedings, claims, or demands of any tenants arising out of their occupancy of the residential unit or their use of common property.

A copy of the signed original of said lease and a copy of this signed rider must be given to the Board of Directors or its managing agent for the Association files within 10 days of date of execution of the lease.

The signature below acknowledges receipt of the Prestbury Rules and Regulations and By-Laws by the tenant.

\_\_\_\_\_  
Lessor/Owner

\_\_\_\_\_  
Lessee/Tenant

\_\_\_\_\_  
Lessor/Owner

\_\_\_\_\_  
Lessee/Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

PRESTBURY CITIZENS ASSOCIATION  
TENANT QUESTIONNAIRE

*Please provide information for all residents of home, including but not limited to spouse, children, or other family, their birthdates, and ages.*

Lessee Full Name: \_\_\_\_\_  
Date: \_\_\_\_\_  
Unit Address: \_\_\_\_\_, Sugar Grove IL 60554  
Home Telephone: ( ) \_\_\_\_\_  
Office Telephone: ( ) \_\_\_\_\_  
Mobile Telephone: ( ) \_\_\_\_\_  
E-mail Address: \_\_\_\_\_  
Occupation(s): \_\_\_\_\_  
\_\_\_\_\_  
Lease start date: \_\_\_\_\_  
Lease end date: \_\_\_\_\_

**Others residing in the Unit: (relationship to the Lessee)**

Full Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Birthdate/Current Age: \_\_\_\_\_

Full Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Birthdate/Current Age: \_\_\_\_\_

Full Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Birthdate/Current Age: \_\_\_\_\_

Full Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Birthdate/Current Age: \_\_\_\_\_

Full Name: \_\_\_\_\_  
Relationship: \_\_\_\_\_  
Birthdate/Current Age: \_\_\_\_\_

**Contact information in case of emergency:**

Contact Person: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Relationship: \_\_\_\_\_

I can be reached at home: during the day \_\_\_\_\_ mornings \_\_\_\_\_ evenings \_\_\_\_\_

**Pet Information**

Name of Pet: \_\_\_\_\_  
Type of Pet: \_\_\_\_\_

**Vehicle Information**

Make of Vehicle	Model Year	Color	License Number

**\*\*\*ALL INFORMATION WILL BE HELD IN STRICTEST CONFIDENCE\*\*\***

## ENFORCEMENT OF RULES AND REGULATIONS

1. Prestbury is a private community composed of residents who share a neighborhood and its amenities. Residents' compliance with these Rules and Regulations is to everyone's advantage. These Rules and Regulations will be enforced to the fullest extent possible on behalf of the residents of Prestbury. Such enforcement will respect the rights of alleged violators to be heard and to appeal subsequent actions imposed.
2. Depending on the seriousness and/or number of violations involved, residents or property owners found to have violated any rule and/or regulation may be subject to either or both of the following procedures, as determined by the Board:
  - a. A letter from the Board of Directors.
  - b. A private appearance before the Board.
3. If compliance is not thereby secured, and the Board determines that further sanctions are in order, the Board shall have the right to take any or all of the following actions against the property owner/violator:
  - a. Revoke the right to vote on Association issues and in Association elections.
  - b. Suspend the right to use the clubhouse, pool, tennis courts, and all other common grounds and facilities.
  - c. Set and impose fines for violations of the Rules and Regulations. In addition, the Board shall have the right to file liens against the violator's property to secure payment of said fines, along with interest, reasonable attorney's fees, and other costs incurred in collecting said sums. Enforcement shall be pursuant to Article X under the By-Laws of the PCA.

*Approved by the Board of Directors 04/05/05; revised/reapproved 02/15/10.*