

**Cedar Crossing II Master Homeowners' Association**  
**P.O. Box 762**  
**Lake Villa, IL 60046**  
**www.cedarcrossing.org**

**Enforcement Procedures and Penalties for Cedar Crossing II By-Law Violations**

When violations occur, we encourage everyone to talk to their neighbor/violators first to try and resolve the issue. This is usually the most effective approach. However, if this approach is unsuccessful, more formal steps will be required.

**A. VIOLATION PROCEDURE**

- i. 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 any other governing documents of the Association, a signed, written complaint shall be submitted to the Association by an Owner, resident or member of the Board on the Violation Report attached as Exhibit "A".
- ii. Upon the Association's receipt of a complaint alleging conduct that the Board deems a potential violation, the Association shall deliver notice of the violation to the Owner and/or resident. The Association's Notice of Violation is attached as Exhibit "B".
- iii. The Owner or resident must, within ten (10) days after the violation has been served, provide a written response to the Board regarding a proposed plan to address the alleged violation, or otherwise indicate that the alleged violation has been resolved.
- iv. If an Owner or resident believes that no violation has occurred or that he or she has been wrongly or unjustly charged with a violation, the Owner or resident must, within ten (10) days after 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, at a time, place and location to be determined in the sole discretion of the Board, provided, however, that the hearing shall to the extent possible be conducted not later than twenty-eight (28) days after delivery of the hearing request.
- v. If no request of a hearing has been submitted within the aforementioned ten (10) day period, the hearing shall have been considered waived, the allegations in the notice of violation shall be deemed admitted by default, and the appropriate punitive action, if deemed necessary by the Board, may be imposed. The Owner or resident shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by the Board.
- vi. Nothing herein shall be deemed to preclude the Association from automatically scheduling a hearing in the absence of a hearing request from the Owner or resident. In the event that the Association schedules a hearing in this manner, the Association shall deliver to the Owner or resident notice of the violation hearing. The Association's Notice of Violation and Hearing is attached as Exhibit "C". The hearing shall be held before the Board or duly authorized commission, at a time, place and location to be determined in the sole discretion of the Board.
- vii. An Owner or resident accused of a violation will have the opportunity to defend himself or herself at the violation meeting. If the Owner or resident will be having an attorney appear with him or her at the hearing, the Association must be notified not less than five (5) business days in advance to allow the Board to determine whether or not to arrange for one or more of the Association's attorneys to attend to assist in conducting and/or observing the

proceedings. All hearings will proceed with or without the presence of the accused person or Owner, so long as notice has been sent in advance.

- viii. Notwithstanding the foregoing, the Association, in the sole discretion of the Board, may, but have no obligation to, issue a warning notice in lieu of a Notice of Violation or Notice of Violation and Hearing in cases where a violation has been or will be promptly corrected.

**B. FINES/COSTS**

- i. If any Owner or resident is found guilty of a violation, the Association will notify the guilty party by issuing a Ruling on Violation Report, and a fine may be charged to the assessment account of the Owner of the Lot upon which the guilty party resides or is/was a guest or invitee. For violations of a continuing nature, the Association may impose daily or weekly fines that accrue until the violation has been collected. Fines are to be collected independent of the yearly assessment. The Owner shall also pay the amount of any legal fees and costs incurred by the Association in connection with the violation and all costs, damages, expenses and other charges attributable to or resulting from the violation. Notwithstanding the foregoing, the Association, in the sole discretion of the Board, may, but shall have no obligation to, issue a warning in lieu of a fine in cases where a violation has been or will be promptly corrected. The Association's Ruling on Violation Report is attached as Exhibit "D". Unless otherwise determined by the Association, the fine shall be \$100.
- ii. 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. Unless otherwise determined by the Association, an additional fee of \$100 will be assessed after the thirty (30) day period, and each subsequent thirty (30) day period.

**C. OTHER REMEDIES**

The remedies hereunder are not exclusive. In the event of any violation of the Declaration, the By-Laws or these Rules, the Association reserves the right to utilize any and all remedies, both legal and equitable, to prevent violations or to compel enforcement. Any election of a particular remedy shall not preclude the Association from seeking any other remedy. The Association need not proceed as set forth in Section A, and may proceed with any and all actions to seek compliance.

**D. SEVERABILITY**

If any provision herein is ruled invalid, the remainder of these Rules shall remain in full force and effect.

Approved this 4<sup>th</sup> day of March, 2008 by the members of the Board of Directors of the Cedar Crossing II Master Homeowners' Association.

**EXHIBIT "A"**

**CEDAR CROSSING II MASTER HOMEOWNERS' ASSOCIATION  
VIOLATION REPORT**

PLEASE NOTE: A Violation Report must be completely filled out or the complaint will not be considered valid by the Board. After the 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 a fine should be levied.

Offender's Name: \_\_\_\_\_

Offender's Address: \_\_\_\_\_

Violation Location: \_\_\_\_\_

Date of Violation: \_\_\_\_\_ Approximate Time of Day: \_\_\_\_\_

VIOLATION(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Report submitted by: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "B"**

**CEDAR CROSSING II MASTER HOMEOWNERS' ASSOCIATION  
NOTICE OF VIOLATION**

SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND FIRST CLASS U.S. MAIL

DATE OF NOTICE: \_\_\_\_\_

OWNERS/OCCUPANTS  
AND ADDRESS: \_\_\_\_\_

Pursuant to Subsection 18.5(c)(7) of the Illinois Condominium Property Act, you are hereby notified that you are charged with a violation of the Declaration, By-Laws and/or Rules and regulations for Cedar Crossing II Master Homeowners 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 7 of the Enforcement Procedures and Penalties for Cedar Crossing II By-Law Violations if you believe the charge(s) is/are unfounded.  
**PURSUANT TO THE RULES AND REGULATIONS, IF YOU FAIL TO REQUEST A HEARING WITHIN TEN (10) 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 TEN (10) DAYS OF THE DATE OF THIS NOTICE, BE RETURNED TO CEDAR CROSSING II MASTER HOMEOWNERS' ASSOCIATION, P.O. BOX 762, LAKE VILLA, IL 60046**

Should the Board conclude that there has been a violation, the Association may take further action against you as authorized by the Declaration, the By-Laws, the Rules and Regulations and/or applicable law, including, but not limited to, the imposition of a fine and/or the initiation of proceedings for injunctive relief. Further more, 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' fee may be assessed against the Owner's account.

BOARD OF DIRECTORS

CEDAR CROSSING II MASTER HOMEOWNERS' ASSOCIATION

**EXHIBIT "C"**

**CEDAR CROSSING II MASTER HOMEOWNERS' ASSOCIATION  
NOTICE OF VIOLATION AND HEARING**

SENT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND FIRST CLASS U.S. MAIL

DATE OF NOTICE: \_\_\_\_\_

OWNERS/OCCUPANTS  
AND ADDRESS: \_\_\_\_\_

Pursuant to Subsection 18.5(c)(7) of the Illinois Condominium Property Act, you are hereby notified that on \_\_\_\_\_, at \_\_\_\_\_ .M., at \_\_\_\_\_, located at \_\_\_\_\_, Illinois, the Board of Directors of Cedar Crossing II Master Homeowner Association shall convene for the purpose of conducting a hearing regarding your alleged violation of the Declaration, By-Laws and/or Rules and regulations for 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 the above-mentioned meeting. The hearing will provide you with the opportunity to address the allegations that have 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 Declaration, the By-Laws, the Rules and Regulations and/or applicable law, including, but not limited to, the imposition of a fine and/or the initiation of proceedings for injunctive relief. Further more, 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' feed may be assessed against the Owner's account.

BOARD OF DIRECTORS

CEDAR CROSSING II MASTER HOMEOWNERS' ASSOCIATION

**EXHIBIT "D"**

**CEDAR CROSSING II MASTER HOMEOWNERS' ASSOCIATION  
RULING ON VIOLATION REPORT**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

On \_\_\_\_\_, the Board of Directors conducted a hearing concerning your alleged violation of the Declaration, By-Laws and/or Rules and regulations for the Association regarding:

\_\_\_\_\_

This was allegedly violated by:

\_\_\_\_\_

The Board has determined:

- No violation occurred.
- A violation has occurred. Since the violation has been corrected, this warning notice is being issued instead of a fine.
- A violation has occurred. A fine in the sum of \$\_\_\_\_ has been assessed against your Association account. This fine is payable within thirty (30) days.
- A violation of a continuing nature has occurred and is occurring. Accordingly, effective \_\_\_\_\_, a daily fine in the amount of \$\_\_\_\_ will be assessed against your Association 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 Association account.
- Legal proceedings may be instituted if further violations occur.

BOARD OF DIRECTORS

CEDAR CROSSING II MASTER HOMEOWNERS' ASSOCIATION