

# The Shires of Inverness

## Rules and Regulations

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# The Shires of Inverness

## Rules and Regulations

### A. Introduction

The rules and regulations set forth herein have been found by this and other condominium associations over the years to be helpful and necessary in enabling enjoyment of the community with consideration for the common interests.

The Shires of Inverness is organized as a condominium association (Shires of Inverness Community Association), managed by the Master Board, and seven local condominium associations, each managed by a Local Board. These boards represent the unit owners and are responsible for maintaining and enhancing the character of the Shires, overseeing financial affairs, and operating the community under the master and local condominium declarations including formulating and enforcing rules and regulations hereunder.

Enforcement may include placing additional restrictions, towing, and imposition of fines and liens, and in extreme cases, eviction. Be assured that your boards, being composed of your neighbors who volunteer their time and effort, have no gratuitous desire to undertake sanctions, and much prefer voluntary compliance.

Naturally, use of Shires facilities should be in compliance with federal, state, or local laws and ordinances in regulations cited. This will enable us all to live here and use our facilities with as few problems and additional constraints as possible. Please read this document carefully and refer to it from time to time.

The rules and regulations as amended herein were approved by the Master Board on September 9, 2016 and supersede any prior rules and regulations with which they may be in conflict. Local Board rules and regulations include all Master Board rules and regulations; however, each Local Board has the right to include additional rules and regulations that are not in conflict with the Master Board. Local Board rules and regulations must not conflict with the Declaration and Bylaws of the Master Association.

### B. Vehicles

1. The term “passenger vehicle” does not include commercial vans, trucks and recreational campers, mobile homes, trailers, boats, snowmobiles, motorcycles, motorbikes, and motorized 3 or 4 wheelers, limousines, and hearses.
2. Vehicles not permitted to be operated on the premises include the following, subject to the discretion of the Master or Local Board: any motor vehicle without a valid license plate for highway use.

## **The Shires of Inverness Rules and Regulations**

3. Repairs and maintenance of automobiles or any vehicle are not permitted on common property, except for minor repairs. Emergency repairs are allowed.
4. In the event an owner's automobile or vehicle causes damage to the property the damage will be repaired by the Association and all costs charged back to the owner of the automobile or vehicle.

### **C. Driving**

1. The speed limit is 25 miles per hour throughout the development.
2. Traffic from individual Shires side streets must yield to traffic on the main circular portion of the Shire Circle.
3. Standard rules of the road apply at all times, including those associated with school buses. All motor vehicles must be properly licensed. All drivers must have a valid drivers' license. Current vehicle stickers are required on all vehicles.
4. Vehicles may not have loud exhaust systems. Reckless driving on the premises is not permitted.

### **D. Parking**

1. Permanent parking of all resident passenger vehicles must be in garages or driveways.
2. Guest vehicles are allowed in designated off-street parking areas on a short term basis only. Off-street parking spaces are not assigned – they are on a first come, first served basis. Vehicles may not be left unattended in guest parking for a period of more than two (2) days from May through October, or more than twenty-four (24) hours from November through April
3. Vehicles, other than passenger cars, which are permitted on the premises, must be permanently parked only inside garages. The vehicle must fit completely into the garage with the door closed.
4. Repair or delivery vehicles may be parked in driveways and designated off-street parking, for time periods subject to the approval of the Local Board.
5. Outdoor parking of trucks, buses, trailers, motorcycles, boats, boat trailers or recreational vehicles as defined in the Illinois Motor Vehicle Code is prohibited. A trailer or recreational vehicle may be parked outdoors for a period not exceeding eight (8) hours for the purpose of loading and unloading. Residents requiring additional parking time must get prior approval from the Master Board. Visitors with recreational vehicles may park them by the clubhouse up to seven (7) days and must be registered with the managing agent.
6. Any vehicle with commercial advertising or business names appearing on the body may not be parked outside overnight.
7. PODS or other storage containers may be parked on the resident's driveway for no more than forty-eight (48) hours.

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8. All permitted vehicles may be parked on the streets between 6:00 a.m. and 1:00 a.m. in a manner not to restrict passage or access to driveways. Vehicles may not be parked within twelve (12) feet of any stop sign. Overnight parking between 1:00 a.m. and 6:00 a.m. on the streets is not permitted.
9. There shall be no parking on or passage across any unpaved areas or sidewalks. Any vehicle may be removed by the appropriate Board with notice to the vehicle owner and at his/her expense if it is parked in a non-permitted manner or is deemed abandoned.
10. In order to expedite snow removal during snowfall of two (2) inches or more, all residents should park in their garage.

### **E. Pets**

1. No animals, other than dogs, cats, birds, fish, or animals reasonably considered to be household pets, shall be raised, bred or kept on the premises. Such pets may not be raised, bred, or kept for commercial purposes. Pets must be raised, kept, or bred utilizing the strictest sanitary procedures possible consistent with such activities and in a manner that does not jeopardize the health, safety and welfare of the other residents.
2. No resident shall keep more than a combined total of two dogs or cats in any dwelling.
3. All pets must be leashed when outside a unit. Pets may not be leashed to a stake in the ground and left outside unattended. If a stake is used it must be removed after each use. Pets without a leash are permitted on closed or gated decks only when the resident is in attendance. Deck gates must be of similar construction as the deck and approved by the architectural committee.
4. The pet's conduct and activities must be controlled by its attendant to prevent damage, danger, or injury to persons, property or other pets.
5. Pets may not be left unattended at any time in common areas, nor are they permitted in the clubhouse or pool areas.
6. Pet owners must clean up after pets immediately after elimination of waste.
7. A resident is responsible for the actions of pets of anyone living in or visiting his unit, and the costs of repairing or remedying any damage caused by a pet shall be charged to the unit owner responsible.
8. A resident who has been found to be responsible for more than two (2) violations of the above rules shall be deemed to be liable for having a pet that causes or creates a nuisance or unreasonable disturbance. Thereafter, the Local Board, after consideration of the facts and circumstances, may elect to order the unit owner to have the pet removed permanently from the property upon three (3) days written notice to the unit owner from the Board or its authorized agent.

## **The Shires of Inverness Rules and Regulations**

9. All statutes, ordinances, rules and regulations of any governmental agency or body having jurisdiction over the property pertaining to animal regulation are incorporated herein and made a part hereof.

### **F. Swimming Pool**

1. The swimming pool and its immediate area may be used only on days and during hours when the Master Board authorizes use. Pool hours are 11:00 a.m. to 7:00 p.m. daily.
2. Lifeguards are provided for safety and should be obeyed at all times. They are not intended to replace the close supervision of parents and caregivers.
3. Access to the pool area must be made through the designated entrances.
4. No pets, bicycles, scooters, or skateboards are permitted in the immediate pool area.
5. Only Residents and their guests may use the pool facilities. Residents may authorize a caregiver in their place. The resident or caregiver must sign in and identify themselves to the lifeguard with a photo I.D., drivers' license or birth certificate. If the caregiver is not a resident, the resident/owner is required to provide a signed "INDEMNIFICATION AND HOLD HARMLESS AGREEMENT" to the management company. Caregivers are not allowed to have or supervise non-resident guests.
6. Children under the age of 16 must be accompanied at all times by a resident or authorized care giver who is 16 years of age or older when in the pool area.
7. Residents and caregivers are responsible for the conduct of their guests and must remain in attendance at the pool when their guests are present. Guest privileges may be denied if these rules are not followed.
8. No one having an infectious disease, excessive sunburn, or open sores shall enter the pool.
9. Ear buds or headsets are required with radios, iPods, smart phones, or tablets.
10. Pool users are responsible for the removal of all personal effects when they leave the pool area. See the lifeguard for "lost and found" box should you leave anything behind.
11. Pool area seating may not be "reserved" unless an occupant is in the pool. Furniture provided may not be removed from the pool area.
12. Women and men with shoulder length hair must hold hair in place with a rubber band. Hairpins and clips are to be removed before entering the pool.
13. Infants and children not toilet trained must wear swim diapers.
14. Swimsuits are required in the pool. Cutoffs and other personal clothing are not allowed.
15. Towels and robes may not be hung over the fence or landscaping of the pool area.
16. Inflatable rubber or plastic swimming aids, toys, rafts, etc. may be used only with the permission of the lifeguard. Any of these items left at the pool will be considered for the use of everyone unless marked with the resident's name.

## **The Shires of Inverness Rules and Regulations**

17. No "horseplay", running, etc. will be tolerated.
18. Use of the swimming pool and associated facilities are subject to the existing State of Illinois laws and the Shires of Inverness Community Association Regulations, both of which are posted in the pool area.
19. No glass containers of any kind are allowed in the pool area. Food/beverages are restricted to the deck area. Alcoholic beverages are not permitted as required by law.
20. This is a smoke free facility. No smoking is permitted in the pool area, locker rooms or any part of the clubhouse.
21. Aggressive behavior or the use of profanity is not acceptable and is grounds for the loss of pool privileges and removal from the pool area.
22. Each unit is allowed to have up to five (5) guests at the pool at the same time. If a resident would like to have more than five (5) guests at the pool at the same time, they need advance approval from the managing agent.

### **G. Tennis Courts**

1. A resident must accompany all tennis players.
2. When the nets are down, no access is permitted.
3. The only activity permitted on the tennis courts is playing tennis. No equipment other than tennis equipment is allowed on the courts. Prohibited equipment includes all wheeled vehicles, toys, sleds, roller skates, skateboards, baseball, basketball, and all balls except regulation tennis balls.
4. Play is restricted to one-hour duration when others are waiting to play. Players who have been on the courts longest shall yield to the waiting players. In all cases, principles of fair play should prevail.
5. Play may not commence before 7:00 a.m.
6. Reserved blocks of time for tennis parties and tournaments require the approval of the Recreation Committee.
7. Proper tennis attire must be worn, including shirts for males and standard tennis shoes with light colored soles.
8. To prolong equipment life, the net cable and other net assembly components should not be struck, and no weight or force should be applied. Nets should not be leaned on, pushed down, or intentionally touched.
9. The court surface should not be intentionally struck by racquets.
10. No audio equipment (radio/CD/DVD player, etc.) should be brought onto or near the courts.
11. Food, glass containers, and pets are not permitted on the courts. Ball can tops, other equipment and other debris must be removed when leaving the courts.
12. U.S.T.A. rules of play shall apply and generally dictate the conduct and courtesy to be shown while playing.

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13. In consideration of others, please avoid loud or boisterous conduct or unnecessary conversations.
14. Do not chase stray balls across the occupied adjacent court. Neighboring players should retrieve your balls for you and you should do the same for them. Do not pass across or behind an occupied court until the players allow your passage.
15. The lock should be replaced when leaving the tennis courts.

### **H. Clubhouse**

1. Monthly Master Board meetings are held at the clubhouse. Dates and times are determined by the Board at year end for the upcoming year. Throughout the year, individual Shires townhome associations, Shires committees and ad hoc committees may hold their meetings at the clubhouse. All such meetings should contact the Shires management company to verify clubhouse availability prior to meeting date publication.
2. Individual townhouse associations may use the clubhouse facilities free of charge for social/recreational activities when there is no association activity scheduled, provided all unit owners are invited. The clubhouse facilities may be used at a fee for social/recreational activities when there is no association activity scheduled; i.e. wedding showers, baby showers, birthday/anniversary parties. It may not be used for business related events.
3. If the event involves bringing in an outside source/vendor a part of the event, a Certificate of Insurance from the vendor and a copy of the event contract will be required for review by the Shires management company and by the Master Board, prior to the contract being signed and event announcement.
4. Residents interested in using the clubhouse must submit a completed Reservation Application (Appendix A), the required fee and security deposit to the Managing Agent. Reservations must be made 10 days in advance and are tentative until approved by the Clubhouse Committee. Clubhouse rental for December 25<sup>th</sup> may be submitted on January 2<sup>nd</sup> or the first workday thereafter for the managing agent.
5. No owner, tenant, occupant or guest may sell or distribute alcohol on the Association's property. Owners are permitted to serve and consume alcohol in the clubhouse, however the owner, and/or host, will be held responsible for any and all damage, injury, loss or claim that arise out of the presence of alcohol at the clubhouse. If an owner plans to serve alcohol they must provide proof of condo insurance (HO-6 form) indicating a minimum of \$500,000 liability coverage with the Reservation Application. If an owner does not have the above required insurance coverage, then a single event policy must be purchased with a minimum \$500,000 liability coverage and proof of this insurance must be submitted with the Reservation Application.

## **The Shires of Inverness Rules and Regulations**

6. Before and after the private use of the clubhouse, an inspection is made. The designated refund will be returned to the depositor if there is no unusual or extensive cleaning or damage repair required considering the condition of the clubhouse.
7. Use of the clubhouse is not allowed for the sale of goods or services or demonstration of goods or services for sale. No cover charges, admission fees or contributions for public, private or non-profit organizations may be collected in association with the clubhouse rental.
8. The use of the clubhouse for political purposes of any nature is not allowed.
9. Noise created by those present shall not be heard beyond the clubhouse.
10. The Clubhouse must be restored to its original condition, including the placement of all furniture.
11. All party decorations and personal items must be removed. Thumbtacks or tape may not be used on the walls of the clubhouse. Wall putty or painter's tape are suggested.
12. The user should remove all garbage and litter from the premises and exterior areas, including the outside cigarette urn; clean up any spills, and vacuum/mop as necessary.
13. The user should ensure operational status of the television and remote control, return air conditioning or heating to original setting (60 degrees in winter and 80 degrees in summer), turn off all lights, and lock the exterior doors.
14. The resident requesting the private use shall be responsible for fulfilling any obligations pertaining to clubhouse use and for all damage to Association property and furnishings. The security deposit may be retained in whole or in part to compensate the Association for damages or cleaning. Should the cost of damages or cleaning exceed the security deposit; the resident immediately upon receipt of an itemized billing will pay all additional amounts. Failure to pay damages may result in revocation of all privileges for the clubhouse and all recreational facilities and possible legal action to collect amounts due. The resident agrees that failure to pay for such damages shall cause said costs to be assessed against the resident, including all legal costs initiated to obtain the reimbursement of all costs.
15. The resident requesting use is responsible for liability to guests.
16. No one under 18 years of age will be allowed in the clubhouse at any time unless accompanied by an adult member. Adequate supervision must be provided for all minors at all times.
17. A resident must accompany all guests.
18. Shirts and shoes must be worn in the lounge areas. Pets are not permitted in the clubhouse at any time.
19. Pool privileges do not come with the rental of the clubhouse.

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20. No unit owners delinquent in the payment of their account or members of their family, guests, or tenants may use any facilities.
21. Verbal or physical abuse to pool attendants or other residents and guests, or damage to property or equipment of any recreational facility will not be tolerated. Any reported abuse, whether done by a resident or their guest, can result in the loss of clubhouse privileges for the resident.
22. No smoking is permitted in any part of the clubhouse.
23. Any unit owner requesting an exception to these rules must submit the request in writing to the Master Board, along with the completed application.

### **I. Lakes, Ponds & Common Areas**

1. No use of the lakes is permitted other than visual enjoyment. Boating, fishing, swimming, wading, and ice-skating are not permitted.
2. Hitting any type of balls or throwing any objects (e.g. rocks) into the ponds is prohibited.
3. Children (18 years and younger) shall not play in or around ponds, on roadways or anywhere they may endanger themselves or unnecessarily disturb other residents. Any damage by children will be charged to the resident in charge of said children.
4. Any activity in Common areas (e.g. hitting baseballs or golf balls) which could cause damage to any Common property or injury to any resident is prohibited.
5. Use of drones or personal remote control devices in open common areas is prohibited.

### **J. Bulletin Board & MyShires.com Website**

1. The Shires of Inverness Master Board has established a Community Bulletin Board, which is located at the entrance to the Clubhouse on the exterior wall.
2. The Bulletin Board purpose is to provide a pictorial view to potential new residents of Shires resident amenities; i.e. Swimming Pool, Tennis Courts, well maintained beautiful landscaping with common areas, Clubhouse, and current management company contact information.
3. The purpose of the MyShires.com website is to provide general policy regarding the content and maintenance of information on the Shires website. All information published on the website must conform to this policy.
4. This website will not contain information that violates generally accepted privacy standards, is political in nature, is offensive to individuals or organizations, or violates Shires rules and regulations. In publishing any information, consideration must be given to the fact that all of our unsecured website pages are available to all users of the worldwide web.
5. The following is not permitted on the Shires website:

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- a. Public disclosure of information of a private nature that can be viewed as invasive or detrimental to the Shires or its residents.
  - b. Political information that supports a particular position, party or individual unless it pertains to condominium-specific legislation or policy.
  - c. Information, comments, photos, et cetera that our staff, residents, vendors or partner organizations could find inappropriate or objectionable.
  - d. Any content that is inaccurate or misleading, violates ethics or laws, or might subject the Association to possible legal action.
6. To ensure coordinated, consistent and timely implementation of website updates, all changes will be focused through the Shires' Webmaster. Individuals will be assigned to serve as Webmaster for three month periods corresponding with the calendar quarter. Site maintenance services will be provided by a person to be determined from time-to-time who is able to maintain the Shires site in a professional manner.
  7. The designated Webmaster for the Shires will be charged with reviewing all content changes. Changes forwarded on to the Website maintenance person will be deemed to have been determined acceptable by the Webmaster. For this reason, the Website maintenance person will be instructed to accept no input from any person other than the currently designated individual serving as Webmaster for the Shires site. At the time this responsibility changes (on the quarter), the instruction as to the name and contact number of the new individual will be passed to the maintenance person by either the Webmaster currently serving, or the sitting President of the Master Board.
  8. The site is not secure and, at this time, should not be considered as such.
  9. The Shires Master Board will establish the Website Committee as a standing committee. Its purpose will be to make recommendations regarding website content and structure required to better meet objectives. It would be desirable if this committee could have seven (7) representatives, one representative from each of the Townhomes and one from Country Estates. Structural changes should first be approved by a majority of the Website Committee and then presented to the Master Board for approval.
  10. Opportunities will be continually explored for enhancing the Shires Website. New website formats, design tools, possible vendor advertising, and security schemes will be pursued for continued improvement of the website's appearance and value to our residents.

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### **K. Building Exteriors**

1. No modifications or additions to building exteriors are permitted without written approval of the Master Board. This includes:
  - a. Changes or additions to any unit.
  - b. Installation of outside antenna, awnings, shutters, or storm sashes.
  - c. Substitution of house numbers.
  - d. Painting or staining, except that balconies, decks and patios are to be maintained (including painting or staining) as close to their original condition and color as possible by each owner. Deck floors do not have to be stained and they may be constructed of decking material other than wood. If deck floors are painted or stained, they must be natural (clear) or the same color as the railings.
  - e. Plaques, signs, or additional house identification.
  - f. Modification to or installation of a new patio or deck.
  - g. Decorations, sculptures, planters or any other items may not be attached to the outside brick walls of a unit.
2. Requests for Master Board approval must be signed by the unit owner and submitted in writing to the: (1) Adjacent neighbors, (2) Local association, (3) Architectural Committee. Requests must include the following:
  - a. Description of proposed changes including plans, sketches, nature of materials, dimensions, color, etc.
  - b. Estimated start and completion dates and by whom the work is to be performed.
  - c. A statement that unit owner holds the Association harmless from any liabilities or claims resulting from the work.
  - d. Modification to or installation of a new patio or deck requires the approval of ALL residents of the local association.
3. The Architecture Committee will place all requests on the agenda of the next Master Board meeting. Recommendations from adjacent neighbors, the Local association, and the Architectural Committee will be submitted at that time.
4. Christmas or other holiday decorations are permitted, but may be installed no earlier than one month prior to and shall be removed no later than one month following the date of the holiday. Decorations that constitute a safety hazard or inflatables are not permitted. Decorations may only be placed around individual units, not in common areas, except for the Shires entrance.
5. Signs, banners, or other objects may not be displayed from balconies. Sheets, blankets, clothes, laundry, etc. shall not be hung anywhere outside a unit. Patios, porches or balconies which shall also be kept free of toys rubbish, debris, and other unsightly materials. No clotheslines are permitted outside of building walls.
6. Rugs, mops, etc. are not to be shaken from balconies, nor debris swept off them.

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7. Wind chimes, electronic insect killers and non-holiday outdoor lighting are not permitted.
8. Sidewalk lighting is permitted, however no more than eight lights are allowed and they must be no more than 12 inches in height. All lights must be consistent in design. Any motion detector lighting requires Local Board approval. Lighting may not be placed on grassy areas.
9. The exposed side of coverings, draperies, indoor shutters, blinds or shades used on windows and sliding glass doors visible from the exterior of a building must be white, off-white, or eggshell in color. Temporary coverings such as sheets and bedspreads must be removed within a forty-five (45) day period after occupancy of a unit.
10. Window grilles or mullions must be in place in all windows to maintain the common exterior view of the units as dictated by the Declaration of the Shires. They are considered part of the window and must be maintained by the unit owner.
11. For safety reasons, all chimneys must have a chimney cap. Installation or replacement of chimney caps is the responsibility of the unit owner.
12. For security and appearance purposes, garage doors should normally be kept closed, unless a resident is working in his garage.
13. Outside storage of firewood is permitted if it is neatly stacked in patio areas, balcony recesses, porches, or under decks.
14. No TV antennas are allowed to be placed on the exterior common area of any unit. No "Ham Radio" or any other forms of antennas may be placed on the exterior of any unit.
15. Loose cable wires must be secured and covered or painted to match the siding. It is the unit owner's responsibility to include this in any cable installation performed.
16. In order to keep the aesthetic appearance of the Shires Association in a good and orderly manner, the Master Board has adopted the following rules and regulations regarding the installation of satellite dishes:
  - a. Any unit owner interested in installing a satellite dish twenty-four (24) inches or less in diameter must notify the Master Board or Managing Agent within seven (7) days prior to intended installation. The unit owner must also execute an Indemnification Agreement (Appendix B), which is available from the Managing Agent and attached to these rules and regulations.
  - b. Satellite dishes may only be installed on the chimney of the requesting homeowner. The Master Board requires that dishes be installed according to the direction of the Architectural Committee. The Master Board must approve any deviations prior to the installation of the satellite dish.

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- c. To protect the health, safety, and welfare of the residents, all satellite dishes must be professionally installed. The unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building.
- d. Once installed, the maintenance of the satellite dish is the responsibility of the unit owner. Failure to keep a satellite dish in good repair, after five (5) days notice from the Master Board, may result in the removal of the dish as a safety precaution.
- e. The unit owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from the installation of the satellite dish. In addition, the unit owner must restore the property to its original condition upon removal of the dish.
- f. Upon transference of the ownership or occupancy of the unit, the unit owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these rules and regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance.
- g. All satellite dishes shall be constructed in strict compliance with these rules and regulations. Any deviation from these rules and regulations without the written consent of the Master Board may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by the unit owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the unit owner has been notified to remove it, or advised to reinstall the dish in conformance with the rules and regulations.

### **L. Landscape**

1. No modifications or additions to the landscape surrounding any unit are permitted without written approval of the Local or Master Board. This includes plantings and edging. Annual planting may be approved by the Local Board. All other landscaping changes require Landscape Committee and Master Board approval.
2. Requests for Master Board approval should be signed by the unit owner and submitted in writing to the: (1) Adjacent neighbors, (2) Local association, (3) Landscaping Committee.
3. The request should include a description of the desired change, including plans, sketches, type of plantings or material, etc.

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4. The Landscaping Committee will place all requests on the agenda of the next Master Board meeting. Recommendations from adjacent neighbors, the Local association, and the Landscaping Committee will be submitted at that time.
5. Potted plants, lawn furniture, and bird feeders on decks, patios, sidewalks and porches are permitted provided that such items are modest in quantity and dimensions. These items may not be placed on any grassy areas. Any flower pots which are not being used must be stored inside the unit or garage.
6. Landscape decorations must be moderate in size and number. This includes plaques, signs, statues, sculptures, with the exception of holiday items.
7. No plastic edging may be placed between sidewalks and grassy areas or around trees.
8. Residents who are not authorized Board members should not give instructions directly to landscaping or maintenance personnel.
9. Salt damages vegetation. If residents wish to apply materials to melt ice on walkways or porches, they should be materials such as calcium chloride that is less harmful to vegetation than sodium chloride.
10. For those unit owners who want to install an underground sprinkler system, the Master Board has adopted the following rules and regulations:
  - a. A detailed plan and layout must be submitted to the (1) Adjacent neighbors, (2) Local Association, (3) Landscaping Committee
  - b. An Indemnification and Release Agreement (Appendix C), available from the Managing Agent, must be executed by the unit owner and submitted to the Local Board. This agreement stipulates the maintenance responsibilities for the current and future unit owners.
  - c. The agreement and plans will be reviewed by the Landscaping Committee prior to submission to the Master Board at the next scheduled meeting.

### **M. Toys and Bicycles**

Bicycles, wagons, children's toys, playhouses and portable basketball hoops are not permitted on any common parking areas. These items must be stored inside overnight. Unattended toys of any kind are not permitted on the property. The Master Board has the right to pick up unattended toys left outside after dark.

### **N. Refuse Storage and Removal**

1. Refuse should be placed in containers or heavy-duty plastic bags that are securely closed or sealed so that it will not be windblown.
2. Refuse is collected once a week. Containers should be placed outside on driveways prior to 6:00 a.m. the day of pick-up, but no earlier than 7:00 p.m. from May through October and 5:00 p.m. from November through April the day before

## **The Shires of Inverness Rules and Regulations**

pick-up. Cans must be brought in on the day of pick-up. Separate guidelines apply to Lothian Shire residents.

3. Refuse containers must be kept indoors at all times other than those for pick-up.
4. Any litter remaining on the ground after pick-up should be removed by the unit owner responsible.

### **O. Unit Lease or Sale**

1. No “For Rent” or “For Sale” signs are allowed to be displayed anywhere on the property. The Local and Master Boards have the right to remove these types of signs without notification.
2. Tent-type “Open House” signs may be displayed on the common ground only on Saturdays and Sundays between the hours of 10:00 a.m. and 4:00 p.m. and on Thursdays between 10:00 a.m. and 1:00 p.m. for realtor tours.
3. Balloons or banners are prohibited to promote the sale of a unit.
4. House/Estate Sales are permitted with Master Board approval. Repair of any property damage is the responsibility of the unit owner.
5. Lease of a unit (*This section is provided as a reference for the local condominium associations who are charged with enforcing leasing rules*):
  - a. Not all Shires local condominium associations permit renting of units. It is the unit owner’s responsibility to insure leasing is permitted in the association in which they own.
  - b. The unit owner will notify the Managing Agent and the Local Board President of his intention to lease his unit and shall obtain from and return to the managing agent the requisite forms.
  - c. Each unit owner shall be responsible for providing tenants with copies of the Declaration, Bylaws, and Rules and Regulations of the Community Associations. Any expense incurred by the Managing Agent in providing copies of these documents shall be charged to the unit owner.
  - d. No unit owner may lease less than an entire unit nor may the unit be leased for transient, hotel or dormitory purposes.
  - e. Every lease must be for a period of at least one year unless the Local Board consents in writing to the contrary.
  - f. Every lease shall be in writing and shall be subject in all respects to the Provisions of the Declaration, Bylaws, and Rules and Regulations of the Community Associations.
  - g. No unit shall be occupied without a copy of the lease or renewal of lease being provided to the Local Board and the Managing Agent.
  - h. No unit shall be used for commercial activities.
  - i. The unit owner is responsible for prompt payment of all monthly assessments and special assessments.

## **The Shires of Inverness Rules and Regulations**

- j. The unit owner will provide to the Managing Agent his non-resident address and telephone number.
  - k. If the unit owner and the lessee so desires, information on the amount of rent and other information deemed personal or confidential by the unit owner and the lessee, except the names and addresses of persons involved, may be blocked out or removed from the copies provided to the Local Board.
  - l. In the event that the unit owner fails to cooperate with the Local Board in providing the information requested, the Board may suspend the rights and privileges of ownership to that unit owner and the lessee until the requested information is supplied.
6. Sale of a unit
- a. The unit owner will notify the Managing Agent and the Local Board President of his intention to sell his unit and shall obtain from and return to the managing agent the requisite forms.
  - b. Each unit owner shall be responsible for providing the buyer with copies of the Declaration, Bylaws, and Rules and Regulations of the Master and Local Associations. Any expense incurred by the Managing Agent in providing copies of these documents shall be charged to the unit owner.
  - c. Sales may be made for family living purposes only. Uses such as hotel, transient, or dormitory are prohibited.
  - d. Every sale shall be in writing and shall be subject in all respects to the provisions of the Declaration, Bylaws, and Rules and Regulations of the Master and Local Associations.
  - e. No unit shall be occupied without a copy of the sale being provided to the Local Board and Managing Agent.
  - f. No unit shall be used for commercial activities.
  - g. The unit owner will notify the Managing Agent when the move-in and move-out dates are set.
  - h. The unit owner will notify the Managing Agent when the sale has been closed.
  - i. If the new unit owner so desires, information on purchase price, financial terms of the mortgage, and other information deemed personal or confidential by the new unit owner except for the name of the owner and their mortgage company and their respective addresses, may be blocked out or removed from the copies provided to the Local Board and the Managing Agent.
  - j. In the event that the unit owner fails to cooperate with the Local Board in providing the information requested, the Board may suspend the rights and privileges to that unit owner until the requested information is supplied.

**The Shires of Inverness  
Rules and Regulations**

**P. Use and Occupancy**

1. Each unit shall be used only for residential purposes.
2. Occupancy is limited to two persons per bedroom per unit. No unit shall be occupied by more than one family. A “family” is defined as the parents and children constituting a traditional, immediate family.
3. Any activities, which are offensive, a nuisance or cause disturbance or annoyance to others, are prohibited.
4. Nothing shall be kept in any part of the development which might be unsafe or hazardous to any person or property, or which would increase the rate of property insurance. Flammable or noxious materials should not be stored except in certified containers. No open fires shall be permitted except in a contained barbecue at ground level or on balconies/decks while attended and in use for cooking purposes.
5. Unit owners are responsible for providing insurance for their personal property. The Local Board has the right to request proof of insurance.

**Q. Enforcement**

All unit owners of the Shires of Inverness share the interest in an active and well-managed residential area. All unit owners can help to maintain the quality of the area by notifying the Managing Agent or their Local Board President of perceived infractions of the Rules and Regulations. It is important to state that the Shires philosophically does not intend to be unduly restrictive, nor does it intend that its residents monitor neighbors. Friendly suggestions through the Managing Agent and/or Local Board President can usually rectify unintentional infractions.

1. Violations and Fines Policy
  - a. In accordance with the Illinois Condominium Property Act, if any resident is believed to be in violation of any of the provisions of the Declarations, Bylaws or Rules and Regulations a written, signed or emailed complaint must be submitted by a resident to the Managing Agent.
  - b. A Violation Complaint / Witness Statement (Appendix D) or similar document must be completed in order to process a formal complaint. This document should contain:
    - i. Identification of the individual filing the complaint and any witnesses.
    - ii. Identification of the violating resident
    - iii. Description of the violation, including the date and location
  - c. The person charged with the violation will be given written Notice Of Violation (Appendix E) and may submit a Request For A Hearing

## **The Shires of Inverness Rules and Regulations**

(Appendix F) to the Managing Agent within fifteen (15) days of receiving the violation notice.

- d. The hearing shall take place on the same day as the next meeting of the Master Board.
- e. At any hearing, the Board shall hear and consider arguments, evidence, or statements regarding the alleged violation, first from any person having direct knowledge of the violation and then from the alleged violator and any witnesses on his or her behalf.
- f. A representative from the local association will be in attendance at the hearing.
- g. Following the hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote and shall be final and binding on both the unit owner and the Association.
- h. Notification of the Board's determination shall be made to each party within ten (10) days utilizing the Notice of Determination Regarding Violation (Appendix G).
- i. A fine will be charged to the assessment account of the owner of the unit in which the guilty person resides and collected with the monthly assessments. The fines shall be as follows and each day a violation continues will result in an additional \$15 fine per day.
  - i. \$50.00 for the first offense
  - ii. \$100.00 for the second offense
  - iii. \$250.00 for the third offense
- j. In the event of any violation, the board reserves the right to pursue all legal remedies to compel legal and equitable enforcement. All costs and attorney's fees shall be assessed back to the account of the offending unit owner at the time they are incurred.
- k. If any fine or other charge imposed is not paid when due, the Association may collect and enforce in the same manner as for regular assessments owed the Association and a lien may be placed upon the owner's unit until fines are paid.
- l. In the event any violation has resulted in damage to any property, or has resulted in any damage or any unauthorized condition on the property, the unit owner may be given notice to correct the damage or architectural violation. If the damage or violation has not been corrected within ten (10) days or such other agreed-upon time after a guilty finding has been made, the Association will proceed to have the violation corrected and the cost will be assessed to the violating owner.

### 2. Vandalism

## **The Shires of Inverness Rules and Regulations**

Any acts of vandalism shall immediately be reported to the Inverness Police Department, to the Shires Management agent, and to the Local Association so that all residents are notified of the incident and the necessary repairs may be completed.

All residents are requested to report immediately any unusual/questionable occurrences/vehicles/people they observe to the Inverness Police for timely investigation.

**The Shires of Inverness  
Rules and Regulations**

These Rules and Regulations as amended were proposed by the Ways and Means Committee and approved on September 9, 2016.

Jeffery Bowden  
President

Martin Pilut  
Vice-President

Ronald Kizior  
Secretary

Robert Matusiak  
Treasurer

Kathy Everman  
Director

Ginnie Grant  
Director

Brian Chapman  
Director

The Shires of Inverness

Appendix A

Clubhouse Reservation Application

Date \_\_\_\_\_

Name \_\_\_\_\_

( ) Owner ( ) Renter

Address \_\_\_\_\_

Phone (Home) \_\_\_\_\_ (Work) \_\_\_\_\_ (Cell) \_\_\_\_\_

Nature of Gathering (no business-related events or organizational meetings are permitted)

\_\_\_\_\_

Day & Date \_\_\_\_\_ Time \_\_\_\_\_ To \_\_\_\_\_

Estimated Number of People Attending \_\_\_\_\_

Number of Minors \_\_\_\_\_ (Maximum allowed is 12)

**Parking facilities at the Clubhouse can accommodate 25 vehicles. Additional parking must be secured outside of the Shires property.**

**Clubhouse Rental Fee (non-refundable): \$125.00**

**Security Deposit (refundable): \$500.00**

**Please make two (2) separate checks payable to: Shires of Inverness Master Association**

**Proof of Liability Insurance coverage must be attached to this application as per Section H-5 of the Rules and Regulations.**

**Keys are to be picked up at W.L. Seymour, Inc. no earlier than 48 hours prior to the event and returned no later than 48 hours after the event. Arrangements can be made to pick up the keys by calling 847-359-8980 between 9:00 a.m. and 5:00 p.m. Monday through Friday.**

**I/We, being the owner(s) of a condominium unit located at The Shires of Inverness Association and being a member in good standing of the Association, request use of the clubhouse facilities under the terms and conditions set forth in the attached reservation agreement and the Rules and Regulations of the Association. I/We agree to be bound by the agreement and the Rules and Regulations and have read same.**

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Homeowner's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Reservations for the clubhouse will be held temporarily when this form is submitted, along with proof of insurance and the full rental fee of \$125.00 and the security deposit of \$500.00, in two (2) separate checks, made out to the Shires of Inverness Master Association. Inquiries regarding the clubhouse availability may be made by calling W.L. Seymour, Inc., 1921 Rohlwing Road, Suite D, Rolling Meadows, IL 60008, 847-359-8980. Approval of the reservation will be made by the Clubhouse Committee.**

## The Shires of Inverness

### Clubhouse Rules and Regulations

1. The clubhouse facilities may be used at a fee for social/recreational activities when there is no Association activity scheduled. It may not be used for business-related events. Individual townhouse associations may use the facility free of charge provided all townhouse residents are invited.
2. Residents interested in using the clubhouse must submit a completed Reservation Application, the required fee and security deposit to the Managing Agent. Reservations must be made 10 days in advance and are tentative until approved by the Clubhouse Committee.
3. Before and after the private use of the clubhouse, an inspection is made. The designated refund will be forwarded if there is no unusual or extensive cleaning or damage repair required considering the condition of the clubhouse or if an extra cleaning is not necessary before the next rental.
4. Use of the clubhouse is not allowed for the sale of goods or services or demonstration of goods or services for sale. No cover charges, admission fees or contributions for public, private or non-profit organizations may be collected in association with the clubhouse rental.
5. No owner, tenant, occupant or guest may sell or distribute alcohol on the Association's property. Owners are permitted to serve and consume alcohol in the clubhouse, however the owner, and/or host, will be held responsible for any and all damage, injury, loss or claim that arise out of the presence of alcohol at the clubhouse. If an owner plans to serve alcohol they must provide proof of condo insurance (HO-6 form) indicating a minimum of \$500,000 liability coverage with the Reservation Application. If an owner does not have the above required insurance coverage, then a single event policy must be purchased with a minimum \$500,000 liability coverage and proof of this insurance must be submitted with the Reservation Application.
6. The use of the clubhouse for political purposes of any nature is not allowed.
7. Noise created by those present shall not be heard beyond the clubhouse.
8. The Clubhouse must be restored to its original condition, including the placement of all furniture.
9. All party decorations and personal items must be removed. Thumbtacks or tape may not be used on the walls of the clubhouse. Wall putty or painter's tape are suggested.
10. The user should remove all garbage and litter from the premises and exterior areas, including the outside cigarette urn; clean up any spills, and vacuum/mop as necessary.
11. The user should ensure operational status of the television and remote control, return air conditioning or heating to original setting (60 degrees in winter and 80 degrees in summer), turn off all lights, and lock the exterior doors.
12. The resident requesting the private use shall be responsible for fulfilling any obligations pertaining to clubhouse use and for all damage to Association property and furnishings. The security deposit may be retained in whole or in part to compensate the Association for damages or cleaning. Should the cost of

## **The Shires of Inverness**

damages or cleaning exceed the security deposit, the resident immediately upon receipt of an itemized billing will pay all additional amounts. Failure to pay damages may result in revocation of all privileges for the clubhouse and all recreational facilities and possible legal action to collect amounts due. The resident agrees that failure to pay for such damages shall cause said costs to be assessed against the unit, including all legal costs initiated to obtain the reimbursement of all costs.

13. The member requesting use is responsible for liability to guests.
14. No one under 18 years of age will be allowed in the clubhouse at any time unless accompanied by an adult member. Adequate supervision must be provided for all minors at all times.
15. A resident must accompany all guests.
16. Shirts and shoes must be worn in the lounge areas. Pets are not permitted in the clubhouse at any time.
17. Pool privileges do not come with the rental of the clubhouse.
18. No residents delinquent in the payment of their account or members of their family, guests, or tenants may use any facilities.
19. Verbal or physical abuse to pool attendants or other residents and guests, or damage to property or equipment of any recreational facility will not be tolerated.
20. No smoking is permitted in any part of the clubhouse.
21. Any resident requesting an exception to these rules must submit the request in writing to the Master Board, along with the completed application.

**Please keep this agreement for your records**

**Return only the first signed page**

The Shires of Inverness

Appendix B

Indemnification Agreement

This Indemnification Agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Shires of Inverness Association (“Association”) and \_\_\_\_\_ (“Owner”).

In consideration of the mutual covenants set forth herein, Association grants Owner the right to install a satellite dish twenty (20) inches or less in diameter on the common/limited common elements located in the Association provided Owner shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, losses, judgments, executions and expenses, including all costs of defense and attorneys’ fees (hereafter “claims”), arising out of or resulting from the installation, maintenance, use or removal of this satellite dish, provided that any such claim is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of the use resulting there from and (b) caused in whole, or in part, by any negligent act or omission of the Owner or anyone for whose acts any of them may be responsible or liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In the event any claims are lodged against the Association, its directors, officers, agents or members by the Owner or by anyone for whose acts any of them may be responsible or liable, the indemnification obligation set forth in the Agreement shall not be limited in any way by a limitation on the amount of type of damages.

Shires of Inverness Association

Owner

By \_\_\_\_\_ By \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

The Shires of Inverness

Appendix C

Indemnification and Release Agreement

WHEREAS, \_\_\_\_\_ (“Owners”) are the owners of Unit \_\_\_\_\_ (“Unit”) in the Shires of Inverness No. \_\_\_\_\_ Condominium (“Association”);  
WHEREAS, the Association’s Declaration of Condominium Ownership provides that the unit owners are authorized to alter or change the exterior of their unit only upon the prior written consent of the Board;  
WHEREAS, Owners desire to install a sprinkler system to serve the common area grass near their Unit;  
WHEREAS, the Board has approved of the alteration to the common areas contingent upon the execution of the Agreement and the conditions below.

NOW, THEREFORE, in consideration for the mutual promises hereinafter set forth, the parties do hereby mutually agree as follows:

1. Owner shall be responsible for the costs of installation, repair, replacement and maintenance of the sprinkler system.
2. Prior to the commencement of the work, Owners shall provide Association with a certificate of insurance from the sprinkler system installer naming the Association as an additional insured under said policy.
3. Owners shall be solely responsible for any damage to the property resulting from the construction on the common areas, and Owners agree to restore the property to its original condition after the completion of the project.
4. Owners shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, injury, losses, judgments, executions and expenses, including all costs of defense and attorneys’ fee (hereafter “claims”), arising out of or resulting from the alteration to the common areas.
5. Owners shall further indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims arising out of the presence of the contractors on the property, including but not limited to, any damage to the common property or the units in the Association.
6. Any subsequent purchaser shall be made aware of this Agreement, its terms and conditions, by Owner, and shall be subject to the terms and conditions of this Agreement.

I have read and understand the foregoing Indemnification and Release.

IN WITNESS THEREOF, I have signed and executed this Indemnification and Release this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at the Shires of Inverness No. \_\_\_\_\_ Condominium.  
Owners:

_____ (Printed)	_____ (Printed)
_____ (Signature)	_____ (Signature)

The Shires of Inverness

Appendix D

Violation Complaint / Witness Statement

Please complete all the information you know by printing or typing in the space provided below. If the information is unknown, please state so.

Information concerning witness(es) to the alleged violation

---

Witness Name	Address	Phone Number
--------------	---------	--------------

---

Name, address, and phone number of any other witness

Information concerning alleged violator

---

Violator's Name	Address	Phone Number
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---

Name, address, and phone number of unit owner, if different

Information concerning violation

---

Violation	Date	Time	Location
-----------	------	------	----------

---

Section(s) of Declaration, Bylaws or Rules and Regulations allegedly violated

Witness' observations:

---

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 as a witness.

---

Signature

---

Date Signed

The Shires of Inverness

Appendix E

Notice of Violation

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice is hereby given of an alleged violation of the following provision(s) of the Association Rules and Regulations:

Date of Violation: \_\_\_\_\_

Section Number: \_\_\_\_\_

Conduct in Violation:

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

If this violation relates to a parking violation, it may result in this vehicle being towed away at your expense and/or the imposition of a fine by the Association.

Please note that you must take the actions outlined in the Association’s Rules and Regulations regarding enforcement if you believe the allegations are unjustified. Under the Rules and Regulations, if you fail to request a hearing within fifteen (15) days or fail to appear at the hearing on these allegations they will be considered true and confessed and fines, charges, costs, expenses and legal fees may be assessed against you and added to your account.

You may request a hearing by submitting a written request for a hearing within fifteen (15) days to the Managing Agent.

Shires of Inverness Association

By: \_\_\_\_\_

Title: \_\_\_\_\_

**The Shires of Inverness**

**Appendix F**

**Request For A Hearing**

**I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated \_\_\_\_\_ alleging a violation of the Declaration, Bylaws or Rules and Regulations of the Association.**

**Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Phone** \_\_\_\_\_

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**The Shires of Inverness**

**Appendix G**

**Notice of Determination Regarding Violation**

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**On \_\_\_\_\_ you were notified of a violation of the Declaration, Bylaws, or Rules and Regulations of the Association, Pursuant to the Association rules:**

**( ) A hearing was held at your request on \_\_\_\_\_**

**( ) You did not appear at or did not request a hearing and as such the allegations in the Notice of Violation were taken as true and confessed.**

**After considering the complaint, the following determination has been made and the following action(s) will be taken:**

**( ) You were found guilty and no action will be taken.**

**( ) A \_\_\_\_\_ (1<sup>st</sup>, 2<sup>nd</sup>, etc.) violation of the Association's Declaration, Bylaws or Rules and Regulations has occurred and a fine in the amount of \$ \_\_\_\_\_ is now due. A fine for a continuing violation will continue until the violation has been eliminated and the Association has been notified.**

**( ) Damages, expenses and administrative charges in the total amount of \$ \_\_\_\_\_ have occurred and are now due.**

**Shires of Inverness Association**

**By: \_\_\_\_\_**

**Title: \_\_\_\_\_**

The Shires of Inverness

Appendix H

**Swimming Pool Indemnification And Hold Harmless Agreement**

The undersigned, \_\_\_\_\_, Owner of the property located at \_\_\_\_\_, Inverness, within the Shires of Inverness Community Association, (“Owner”) does hereby agree as follows:

The undersigned certifies that \_\_\_\_\_ is the Caregiver for Owner’s minor child(ren). Owner agrees to permit Caregiver to use the swimming pool and other facilities located at the Shires of Inverness Community Association.

Owner agrees to fully and completely defend, hold harmless and indemnify the Shire of Inverness Community Association, its Board of Managers, its members, its managing agent, its representatives, and its employees from and against any and all claims, liabilities, judgments, costs or expenses of any kind whatsoever (and reasonable attorneys' fees) and hereby agrees not to sue and waives and releases any claims for damages or personal injury related to Caregiver’s use of the swimming pool and any other facilities located at the Shires of Inverness Community Association.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Owner