

WALKUP AT THE PARK
HOMEOWNER'S ASSOCIATION

RULES AND REGULATIONS

NOVEMBER 2009

INTRODUCTION

The Walkup at the Park Homeowner’s Association Rules and Regulations in conjunction with the Declaration form the foundation to maintain the quality of our property and the harmony between neighbors.

It is our responsibility as a member of the Community to insure high standards of maintenance and operation with respect to the property preserved by Declarant for the Common Area; to ensure the provision of services and facilities which shall benefit all residents of the community; and to generally maintain and promote the desired character of the Walkup At The Park.

It was once said by a developer “the happiest residents & the best resale values are the ones where the rules are maintained.”

With that being said we hope that you will find these rules to assist you while residing in our community and an understanding to Association living.

The rules are to the guideline in which our community is managed. The rules are not meant for one individual but for everyone.

We encourage residents to become involved in their community; allowing the community to grow and develop.

It is our goal to have the rules provide all residents with direction and answer questions, from satellite dishes to why we have assessments.

Thank you,

Walkup at the Park Board of Directors.

ASSESSMENT POLICY

1. General: The services provided by the Association are funded by an annual assessment that is required to be paid by each member. Membership in the Association includes person or entity that owns a title interest of any lot, including contract sellers and any beneficiaries of trust holding legal title. Refer to the current Assessment Billing and Collection Policy on the website.
2. Late Charges: A late charge will be assessed to an account if there is an unpaid balance after the 45 day terms. A reminder that all payments are to be postmarked by the date due, the date on the check will not be adequate if postmarked later than the due date.
3. Return Check Charge: If the bank for any reason returns any check written to the Association, all cost and/or NSF charges will be assessed directly to the owners account. After the second returned check by the same Owner, all future payments are made in the form of cashier check or money order.
4. Collections: The Association reserves the right to initiate collection proceeding against any owner that is delinquent pursuant to Article 6 of the Declaration. All court, attorney fees and related cost associated with the collection process will be charged against the owner's account. Any account that is more than 45 days late will be considered late and will be turned over for collection. Once the owner has been turned over for collection management nor Board is authorized to discuss their account. All payments will be made directly to the association attorney in the form of certified funds. All personal checks will be returned to any owner in collection.
5. Violations: Fines legally assessed for violation of the Declaration and By-Laws or the Rules and Regulations are considered part of the owner's assessment and must be paid in 30 days. Any fines that are not paid within this time frame will be subject to the requirements as stated in #2 above.
6. Special Assessments: From time to time the Association may levy a special assessment.

ENFORCEMENT

1. Declaration Provisions: The Association, management agent or any owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declaration, By-Laws and Rules and Regulations. Failure to enforce any Covenants, restrictions, By-Laws or rule contained therein shall in no event be deemed a waiver or the right to do so thereafter.

2. Fine System: A violation of any Covenant, Condition, restriction or Rule shall be subject to a fine not to exceed \$500.00 per violation. The following is the adopted fine schedule that will be applied to any offenses that are or are not specifically addressed in the rules and regulations.

1st violation: _____ Warning letter and 7 days to correct
2nd repeat and subsequent violation: _____ \$60.00 and 7 days to correct
3rd repeat and subsequent violation: _____ \$120.00 and 7 days to correct
4th repeat and subsequent violation: _____ \$150.00 and 7 days to correct

The right to modify such fines, penalties and charges shall be at the discretion of the Board and not management. Any offense not corrected within the required time frame will be considered an uncorrected offense and will be handles accordingly

3. Procedural Rules: If an owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws and Rules of the Association, the following shall occur:
 - a. All complaints that allege a violation has occurred must be in writing.
 - b. If the owner feels that the violation has been wrongfully or unjustly charged, a written protest must be filed with the Association requesting a hearing with the Board of Directors. The protest must be in writing and it must be received by the Association within fourteen (14) days after the date of a notice of violation was received.
 - c. Should no protest be filed within this time frame, the owner waives their right to a hearing with the Board of Directors and the allegation of the notice shall be considered true and takes as if confessed.
 - d. Should a protest be filed, a hearing on the matter shall be scheduled with the Board of Directors no later then eight (8) weeks after receipt of the written protest. Notice of the date, time and location of the hearing will be sent via certified mail return receipt requested and regular US Mail. At the hearing the Board shall hear and consider

ENFORCEMENT (continued)

arguments, evidence or statements regarding the alleged violation. After a full hearing the Board shall state its determination. The decision of the Board shall be final and binding on the owner.

- e. Payment of any fines assessed that are under protest shall not become due and owing until the Board has completed its determination. However, the Association during this time may pursue other legal or equitable remedies.
- f. Notices are deemed made/delivered when deposited in the United States Mail. Per the Association Declaration and By-Laws the Owner must file their correct mailing address with the Association and must notify the Association in writing of any subsequent changes of address. Consequently, proper notice is deemed when addressed to any Owner at the last address filed.
- g. Owners are responsible for violations and fines caused by their relatives and guests.

Any Board member who has a personal relationship (other than neighbors) with any person who has been notified of an alleged violation is expected to abstain from participating in a hearing. At no time is a Board member to discuss the violation with the owner prior to the hearing.

- 4. Payment of Fines: Any owner fined under this policy shall pay all charges within thirty days of the notification that such charges are due. Failure to make the payments within this time frame shall subject the owner to all of the legal or equitable remedies necessary for the collection of it.
- 5. Repeat Offenses: Upon further or continuing violations, the matter will be forwarded to the Association's Attorney for appropriate legal action.
- 6. Additional Action: The Board may also take any steps provided in the Declaration and By-Laws to enforce these Rules and Regulations.

ADMINISTRATIVE:

1. The Association: is a not-for-profit corporation consisting of 198 “single family” homes, located in Crystal Lake, IL. Single Family shall mean one or more persons, each related to the other by blood, marriage or adoption or a group of persons, not all so related, maintaining a common household in a Dwelling.
2. Board of Directors: The Board of Directors of the Association is comprised of five (5) directors who shall be elected by the Members of the Association at the Annual Election.
3. Board Meetings: The Board of Directors will meet at periodic intervals to discuss the current and future needs of the Association. Per the Not-For-Profit Act the Board will meet four (4) times per year. The location, date and time will be provided to the homeowners no less than 10 days prior to such meeting.
4. Annual Meeting: Each year, on the 4th day of April, if such day were a Sunday, or a legal holiday, the meeting shall be held at the same hour on the next succeeding business day. The Annual Meeting can only be called to order if a legal quorum is established.
5. Management: The Board of Directors pursuant to its provisions has the authorization to employ a manager for the operations of the property.
6. Members/Owners: Shall mean or refer to the record holder of the fee simple title to any lot. Every person or entity who is the record Owner of a fee or an undivided interest in any lot shall, upon the vesting of such interest and without any further act, be a “Member” of the Association.
7. Assessments: Per Article 6.02 (page 12) assessments and fees levied by the Association shall be used for the maintenance, repair and insurance of the Common Areas, including the cost of labor, equipment, services: any charges incurred in connection with storm and sanitary sewer facilities which originate from the Property.
8. Home Sales: Any homeowner who is selling their home shall provide Management and/or the Board of Directors a thirty-day notice prior to the closing date. A “Paid Assessment” letter is necessary including a copy of the sales contract to legally change the name of ownership on the Association records. Furthermore, it is the responsibility of the seller to provide the new owner with a copy of the Associations Rules & Regulations, Declaration and By-Laws.

ADVERTISING:

1. No advertising signs, billboards, objects or unsightly appearance or nuisance shall be erected, placed or permitted to remain on the property.
2. Political signs are permitted during election but must be removed immediately after elections are over.
3. One sign per Lot, which bears the words “For Sale”, or “For rent”. Any additional signs will be considered a violation and are expected to be removed immediately.
4. Signs and billboards may be used during the sale of Lot or Dwelling, with written consent of the Board and must be in compliance with size regulation.
5. Signs must not measure more than three (3) square feet.
6. All signs must comply with all City, County, State and Federal ordinances and statutes. All signs that are found to not be in compliance will be removed.
7. Soliciting is not permitted on the property without prior written consent of the Board of Directors.
8. If a newsletter is published, advertisement may be allowed at rates to best as the Board of Directors authorizes.

LOT APPEARANCE:

1. No structure, landscaping or other improvements shall be permitted unless it complies with the provisions of Article III, IV, and X.
2. All structures shall be of new construction.
3. No fence or similar enclosure shall be taller than 6 feet.
4. No fence of any height shall be constructed of metal (example but not limited to: chain link, wire mesh, chicken wire and any material similar)
5. There is to be no burning of refuse on any lot at any time.
6. The maintenance of unsightly plants or under-brush or plants breeding infectious disease or noxious insects shall not be permitted.
7. No hanging of laundry lines or similar articles shall be visible to another lot.
8. Residents are responsible to maintain their mailboxes. Any mailbox that is rotting or appears to be damaged must be replaced. Please contact the Crystal Lake Post Office regarding any requirements on structure type.
9. No line or wires for communication or transmission of electric current or power shall be constructed place or permitted to be maintained or be visible from any lot.
10. Satellite Dishes or devices may be erected on any Lot. The location of the dish should be erected in the back of the home as the first choice unless the line of sight is obstructed. The Board of Directors or the Architectural Control Committee prior to installation must approve Satellite Dishes.
11. No development, construction or removal of any improvement located on the Common Area shall be initiated without written consent of the Board of Directors of the Association and the City of Crystal Lake.
12. There shall be no trespassing in the wetlands or the natural prairie lands. Any resident found to extend their lots by assuming upkeep or ownership of these areas will be issued a warning letter and if the activity is not corrected, a fine shall be assessed. Dumping is also strictly prohibited and any incidents will be reported to the City of Crystal Lake and the Board will take appropriate action.
13. Grass must not exceed eight inches (8”) in height, as per the City of Crystal Lake.

PERMANANT STRUCTURES

1. All Lots must consist of one Dwelling.
2. All decks, patios, playground equipment, storage facilities must be approved by the Board of Directors or the Architectural Control committee. All sheds must be completed with landscaping.
3. Garages must be attached to the dwelling and capable of storing up to three (3) automobiles.
4. Per the Association Declaration temporary structures or facilities, which are necessary for construction, improvements are permissible; however, such structures must be removed promptly upon the completion of construction of the improvement.
5. No industry, business trade, occupation or profession of any kind, commercial or otherwise, in violation of any City ordinance or other pertinent regulations, shall be conducted, maintained or permitted in any Dwelling or Structure on the Property.

ARCHITECTURAL CONTROLS:

The purpose of the architectural controls provided is to secure an attractive, harmonious residential development, with continuing appeal. No building or other structure improvement or landscaping shall therefore be commenced, erected or maintained nor shall any additions or alterations be made, including exterior changes until the plans have been approved by the Board of Directors or the Architectural Committee. The following must be submitted before the application can be approved:

1. The nature, kind and shape of the improvement.
2. The dimensions of the improvement and the location of the improvement relative to the lot upon which it shall be erected, the affect that the improvement shall have upon the grading and landscaping plans.
3. The material from which the improvement shall be constructed.
4. The color of the material: example – siding.
5. Copy of the contract showing the contractor that will be performing the work, including a current certificate of insurance.
6. If the work is to be completed by the owner of the lot, it will be required that the homeowner sign a waiver releasing the Association from any liability.
7. Plat of survey.
8. Project must be completed within 30-days from approval dates unless extension is requested and also approved.

Once the application has been approved by the Architectural Control Committee, it will be required that the homeowner obtain a permit from the City of Crystal lake. A copy must be forwarded to the Board of Directors/Management. It will be required that a final inspection by the Architectural Control Committee and/or the City of Crystal Lake in

order to close the file. Failure to communicate with the Board and Management (if done by the City of Crystal Lake for a final inspection may result in a fine being assessed.

HOLIDAY DECORATIONS:

1. Holiday decorations must be done in good taste and in harmony with the Community.
2. Holiday decorations are permitted to be displayed 30 days prior to the holiday but must be removed 45 days after the holiday. With the exception to extreme cases when the weather does not permit the safety of any resident/contractor removing them.
3. Any resident who fails to remove decorations per the rules and regulations will be notified in writing and will have 7 days to correct. Upon a follow up inspection any resident found to be in violation would be assessed a fine, per the Associations fine schedule.

GARBAGE COLLECTION:

1. Garbage cans are not to be stored in the driveway or the front of the Dwelling. All rubbish, trash, or garbage shall be kept indoors so as not to be seen from Dwellings and streets. However, garbage cans may be kept along the sides and rears of the Dwellings as long as they are maintained in a slightly condition.
2. All trash shall be placed in waste receptacles provided by the Scavenger Service, in heavy-duty plastic bags, or in approved yard waste bags.
3. Garbage shall not be put on the curb prior to 6:00 PM the night before garbage pick up on Thursday. All garbage cans must be removed from curb or driveway after garbage collection. In the event of holiday, please note garbage day is delayed by one day.
4. All recyclable material shall be secured in the bin to prevent blowing through the neighborhood.
5. Large pickups should be called in to the City of Crystal Lake's Scavenger Service.

PARKING:

1. No Boats, Airplanes, trailers, house trailers or snowmobiles shall be stored permanently or temporarily on the property at anytime.
2. Management or a member of the Board must be notified of any intent to temporarily park any unauthorized vehicles.
3. It is requested that all residents advise neighbors of any additional parking that may take place on the street due to holiday events, parties, graduations, etc.
4. The parking of commercial vehicles is governed by the City of Crystal Lake.
5. When moving in or out of the Community it is requested that all surrounding neighbors be advised of any parking of large vehicles that may interfere with traffic flow.
6. All owners and residents shall comply with all City and state Laws and all posted or marked traffic signals or symbols, as well as all notices distributed by the Association via the newsletter or otherwise.

SALES AND LEASES:

1. All owners must notify management of their intent to sell. It will be required that thirty day notice be provided. The seller will be required to provide the location of the sale, closing date, copy of the contract, new owners name and sale price.
2. The association will provide the seller with a paid assessment letter, at owner's expense, which you will need to present to the title company to clear the exception to title concerning liens for the Association due.
3. The Association/Management reserves the right to charge Owners a processing fee for all sales, leases and requests for refinancing.
4. All owners must notify Management/Board of Directors with the intent to rent their homes. It will be required that a copy of the lease be provided and a "Tenant Information Form" be filled out and returned to Management. Furthermore it will be required that the owner provide a new lease when there is either a change in tenant or when the existing lease terms ends and is renewed.