

THE CARRIAGE HOMES OF FOX RIDGE

RULES AND REGULATIONS

Adopted this 21st day of September, 2001, in accordance with the authority set forth in the Condominium Property Act and the Declaration of Condominium ownership for the Carriage Homes of Fox Ridge Condominium Association recorded in the Office of the Recorder of Deeds of Lake County as Document Number 4761995.

PREAMBLE

These Rules and Regulations have been adopted with the intent of providing the residents of The Carriage Homes of Fox Ridge with a practical plan for a day-to-day living as extracted from the technical language of the Declaration, By-laws and Illinois law.

Its goals are to maintain the Property as a first class Association, govern the conduct of the residents for the benefit of the Association as a whole, and to provide the residents with specific information regarding the conduct appropriate and expected of them on an on-going basis.

However, The Board of Directors is not a police department and, in order to have effective Rules and Regulations, it requires the cooperation of all the residents of the Association.

Each Resident's cooperation and participation is encouraged.

Respectfully submitted,

The Board of Directors
The Carriage Homes of Fox Ridge

THE CARRIAGE HOMES OF FOX RIDGE

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SECTION 1
ASSESSMENTS

1.1 General Provisions

- A. On the first day of each month, each owner shall be required to pay his or her monthly assessment.
- B. Assessments for each month are based on the proposed Budget and the percentages of ownership attached to the Declaration and made part thereto as Exhibit "C"

1.2 Delinquent Accounts

- A. A late charge of \$20.00 per month will be charged to any account in which the full amount of the assessments due has not been received by the 15th day of the month.
- B. All bank charges incurred by the Association as a result of checks returned unpaid for any reason, plus an administrative charge of \$25.00 will be charged to the owner.
- C. Assessments not paid by the 15th day of the month are delinquent. The matter may then be referred to the Association's attorney's office for collection.
- D. At the time an account is turned over to an attorney for collection, the entire account balance may be turned over, including amounts currently due. The attorney may charge a fee of \$100.00 or more for accepting the matter and for sending an initial demand for payment, and an additional charge of \$150.00 or more for sending a notice and demand letter. A lien may be placed against the owner's property if they do not pay the amount due after the attorney sends the initial letter. The cost for preparing and filing a lien is \$175.00 or more. All ownership search charges, postage, and other costs will be added to the assessment amount due and will be included in the demand letters.
- E. The Board of Directors may take any and all legal actions which may be available to the Association, whether prior to, during, or after commencement of any lawsuits for collection and costs, shall be chargeable to the delinquent Unit owners. Such attorney's fees and costs may be collected as part of the collection action or may be billed to the unit owner's account and thereafter be payable and recoverable in the same manner as other assessments and expenses.

SECTION 2
ARCHITECTURAL CONTROL

2.1 General Provisions

One of the primary responsibilities of a condominium association is to maintain control over aesthetics and appearance of the property.

2.2. Common Elements

- A. The Common Elements are defined as all portions of the Property except for the Units; as such Units are defined and identified in the Plat of survey which is attached to the Association's Declaration. Alterations, improvements, additions, repairs, replacements, modifications, landscaping and installation of fixtures, structures or equipment in and to the Common elements are strictly prohibited except in accordance with the prior express written approval of the Board of Directors.
- B. Without limiting the generality of the forgoing, the Unit owners are specifically prohibited from engaging in the following conduct without written authorization from the Board of Directors:
1. Erecting any fence, structure or enclosure in the Common Elements;
 2. Planting any trees or shrubs in the Common Elements;
 3. Painting any portion of the Common Elements;
 4. Making any structural changes or alterations to doorways, glass, patio doors, screens, mailboxes, sprinkler systems, patios, decks, walkways, balconies, fences, windows or any other portion of the Common Elements. This includes installation of handicapped ramps or equipment.
- C. Unit owners may perform routine maintenance and repairs (but not alterations or improvements) to those portions of the Common Elements specified in these Rules and Regulations as being the maintenance responsibility of the Unit owner without the prior approval of the Board.

SECTION 3
USE AND MAINTENANCE OF THE COMMON ELEMENTS

3.1 Storage

Storage of any kind is prohibited on or in the Common Elements unless the area is expressly designated for such purpose.

3.2. Toys

All toys, recreational equipment, bicycles, lawn chairs, and the like must be removed from Common Elements by sunset except as otherwise stated. This includes swings, pools and sandboxes.

3.3. Games

Any games or other activity, which creates a nuisance, causes damage, or disrupts the peace, is prohibited on or in any portions of the property.

3.4 Cleanliness

Unit owners are responsible for keeping lawn areas, entryways and immediate surroundings of their respective units clean and free from all debris, i.e. wrappers, trash, cigarette butts, etc.

3.5 Bicycles

Bicycles may not impede entry to or exit from any walk or any building at any time.

3.6 Chalking

Chalking is limited to sidewalks and the chalk must be removed by sunset.

3.7 Tree Climbing

Climbing of any trees on the Common Elements is prohibited.

3.8 Maintenance Responsibility

As provided in the Association's Declaration and By-law's, unit owners are responsible for maintenance and repair to their Units and for all portions of the Common Elements and Limited Common Elements that are deemed to be part of the Units under the Declaration. Please refer to the Declaration and By-laws for specifics.

SECTION 3
USE AND MAINTENANCE OF THE COMMON ELEMENTS

3.9 Front Doors, Back Doors, Side Door

- A. The Homeowner has the responsibility to maintain, repair and/or replace the doors that serve their Unit subject to specifications as adopted by the Board of Directors. If an owner fails to maintain his/her door, the Association may upon ten (10) days written notice, make the required maintenance and assess all costs incurred including attorney fees back to the owner.
- B. All exterior doors are to be kept in optimal maintenance, as entire exterior painting is the responsibility of the Association. Unit owners are prohibited from painting any doors other than those that are specific to the interior of that person's unit.

3.10 Air Conditioners

- A. Maintenance of the existing central air conditioning unit and its components are the sole responsibility of the individual owner. The unit owner cannot relocate the condenser without approval from the Board of Directors.
- B. Air conditioner slabs or brackets, if any, are the Unit owner's responsibility.
- C. Winter covers may be of plastic or canvas. They must be in good condition and secured appropriately.
- D. Air conditioner units must be maintained in good visual appearance.

3.11 Balconies and Decks

- A. Unit owners shall keep balconies and decks clean and free of clutter. No unsecured items shall be placed outside of balcony or deck rails, or positioned/hung over said rails.
- B. Balconies and decks may not be enclosed or altered in any way.
- C. No drying/airing of clothes, carpeting, laundry or hanging of clotheslines is permitted on patios or balconies.
- D. No awnings, sunshades, canopies, trellises, shutters, and/or radio/television antennas, shall be affixed to or placed in, upon, over or adjacent to any balcony or deck.
- E. Dust mops, rugs, etc. shall not be shaken from, nor shall water and/or any other refuse be disposed of from balconies. No objects of any kind are to be thrown from balconies at any time.
- F. Balconies and decks may not be used for storage, except that of patio furniture and gas/electric grills.
- G. No obnoxious activity shall be conducted on a balcony or deck. Nothing shall be stored/maintained on a balcony or deck that would be in violation of the fire codes or other municipal or government ordinances that would adversely affect the health, safety and welfare of the residents or interfere with the access to or from the Unit through its respective balcony or deck.
- H. Decks, balconies and patios must not be used as pet runs.

SECTION 3
USE AND MAINTENANCE OF THE COMMON ELEMENTS

3.12 Barbecuing/Grills

- A. Only gas or electric grills are allowed on decks and balconies, no charcoal grills.
- B. Charcoal grills are limited to concrete sidewalks or on asphalt surfaces within 8 ft. of owner's garage door.
- C. A fire extinguisher must be readily available when a charcoal grill is in use.
- D. No Barbecuing/Grilling, of any type, may ever be conducted in any garage or Unit.
- E. Lighter fluid must be immediately removed from and never be stored on Common Elements.
- F. All grills must be stored neat in appearance. Grills can only be stored; in the garage, covered on the Front Porch, covered on a Deck, or covered on a Patio.
- G. The Board of Directors reserves the right to restrict and/or prohibit any Unit owner from Barbecuing/grilling, should any of these rules be broken or if any fire hazard is posed.
- H. All hot coals must be disposed of in a fireproof container.
- I. Grills are not to be stored on Common Elements. Leaving grills outside of the Units' sliding glass doors is not permitted.

3.13 Seasonal Decorations

- A. Seasonal decorations may be installed no earlier than one (1) month prior to and must be removed no later than one (1) month after the date of the holiday.
- B. Repairs necessary, due to the hanging or displaying of decorations, are the responsibility of the Unit owner.
- C. Any decorations, which create a safety hazard, will not be permitted.
- D. Unit owners have full responsibility for properly and safely disposing of seasonal decorations. In the event that decorations are not removed within the time period provided, the Association may see to such removal. All costs and expenses incurred by the Association shall be charged to the Owner.

3.14 Use of the Units and Common Elements

The Units and Common Elements shall be occupied in accordance with the ordinances of the Village of Fox Lake and used as follows:

- A. No part of the property shall be used for other than housing and related purposes.
- B. Each owner shall be obligated to maintain and keep in good order and repair of his/her own unit.
- C. Nothing shall be done or kept in any Unit or in the Common Elements, which will increase the rate of insurance on the building or contents, or could result in the cancellation of insurance.
- D. Each owner shall be responsible for his/her own insurance on his/her personal property, additions and improvements in his/her own Unit, his/her personal property stored elsewhere on the property and his/her own personal liability not covered by the liability insurance obtained by the Board of Directors.

SECTION 3
USE AND MAINTENANCE OF THE COMMON ELEMENTS

3.14 Use of the Units and Common Elements - continued

- E. Owners are not permitted to place anything on the outside walls of the buildings. No signs, awnings, canopies, shutters or radio/television antennas shall be placed upon the exterior walls or on the roof.
- F. No basketball backboards, free standing basketball poles or apparatus of any kind shall be constructed or permitted, even if a portable kind.
- G. Windows and window coverings:
 - 1. Window coverings must be properly installed and maintained in good condition and must not be offensive when viewed from the exterior of a window. The Board of Directors reserves the right to demand removal of any window treatment, which it deems offensive.
 - 2. Temporary window coverings such as sheets, bedspreads or any other temporary window treatment must be removed no later than thirty (30) days after resident moves into the Unit. The Board of Directors reserves the right to demand immediate removal of any window treatment, which it deems offensive.
 - 3. All windows and glass sliding doors with screens shall be maintained in good condition.
- H. Unit owners must promptly replace broken or cracked windows, ripped screens and bent screen frames.
- I. No boats, canoes, recreational vehicles, motorcycles, snowmobiles or other similar items may be stored or parked on or under the decks, porches, and balconies or on the Common Elements.
- J. No offensive activity or nuisance shall be carried on or in any Unit or on the Common Elements.
- K. No doghouses are permitted.
- L. No permanent structures are permitted.
- M. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
- N. Nothing is allowed to be stored on any Common Element. No toys or recreational equipment are to remain on open Common Elements after sunset.
- O. No industry, business, trade occupation or profession of any kind shall be conducted in any Unit. This includes but is not limited to; day care, nursery, or baby-sitting services, provided the number of children does not surpass the limit by law of which you need to be licensed. This shall not restrict the maintenance of professional records or the handling of written correspondence or telephone communications.
- P. No signs, advertising or other displays shall be maintained or permitted on any part of the Property except as shall be determined by the Board pursuant to the provision of the Declaration, Article V, Number 11.
- Q. Nothing shall be altered or constructed on or removed from the Common Elements except upon the written consent of the Board of Directors.
- R. Any damages to utility service lines or equipment are the sole responsibility of the owner making the modification, not the Association or the Board of Directors.

SECTION 3
USE AND MAINTENANCE OF THE COMMON ELEMENTS

3.15 Disorderly and Criminal Conduct

- A. For the purpose of these Rules and Regulations, the following definitions shall control:
1. “Gang” means and refers to any two or more persons organized, conspiring together or assembling for the purpose of acting in concert or active participation with one another so as to engage in any prohibited conduct as defined herein.
 2. “Gang Signs” means and refers to any statement, drawing, depiction, insignia, symbol, color, hand-sign, assertive conduct or object, adopted by or utilized by a gang to represent the gang, to signify the gang, to signal or communicate with gang members, or to designate gang territory. Gang signs include but are not limited to: Hand signals, color combinations of clothing or otherwise, stars, hearts, crosses, pitchforks, crowns, backwards or upside down letters, earrings and hats cocked at angles or worn backwards.
 3. “Prohibited Conduct” means and refers to any action or activity in, upon and across the Common Elements, or in any Unit in violation of these Rules and Regulations, and/or the Association’s Declaration, By-laws and/or any and all other Rules and Regulations adopted by the Board.
 4. “Disorderly Conduct” means conduct, which tends to breach the peace or disturb the peace and quiet of persons or endangers the morals, safety or health of the community. This conduct includes, but is not limited to, the making of unsolicited remarks of an offensive, disgusting or insulting nature or which are calculated to annoy or disturb the person to or in whose hearing they are made.
 5. “Reckless Conduct” means and refers to conduct which endangers persons or property or which is wanton or willful and indifferent to the possible adverse consequences of the conduct.
 6. “Contraband” means and refers to any cannabis, controlled substance, narcotic, intoxicating, poisonous, stupefying, or anesthetic substances, or paraphernalia thereof; hypodermic needles/syringes, bludgeon, blackjack, sling shot, sand club, sand bag, metal knuckles, burglary tools, clubs, pipes, chains, knife, switchblade knife, dagger, dirk, billy, dangerous knife, razor, stiletto, stun gun or taser, tear gas gun projector, bomb, bomb-shell, grenade, bottle, or other container containing a noxious or explosive substance, such as but not limited to black powder, bombs and molotov cocktails, fireworks, artillery projectile, pistol, revolver, sawed-off shotgun, or other firearm, or any other deadly weapon or ammunition for such weapons, air guns, air pistols, spring guns, spring pistols, BB gun, pellet guns, or any other harmful weapon or device and caustic or harmful substances or inflammable liquids (except such harmful substances or inflammable liquids used and stored for proper and lawful purposes and in compliance with all governmental and manufacturer’s requirements).
 7. “Loitering” means remaining idle in essentially one location and shall include spending time idly, loafing, walking about aimlessly, or congregating with other persons.

SECTION 3
USE AND MAINTENANCE OF THE COMMON ELEMENTS

B. Prohibited Conduct

The following conduct is prohibited and is a violation of these Rules and Regulations:

1. Gangs, gang activity, and gang signs on the Common Elements.
2. Painting, spray painting, or graffiti of any kind on any building or the Common Elements.
3. Possession, painting, affixing or exposing of gang signs in the Common Elements, display of gang signs visible from the Common Elements, or display of gang signs in or from any window or on any building.
4. Conduct that tends to alarm, annoy, disturb, or threaten others on the Common Elements or in any unit.
5. The possession or use of contraband on the Common Elements.
6. Vandalism or damage to the Common Elements or to any personal property.
7. Throwing or playing with materials, lighters, or flammable devices or liquids in the Common Elements.
8. Setting fires or the burning of materials in the Common Elements.
9. Disconnection, alteration, disengagement, interference with, or disruption of fire or security systems or alarms, or smoke detectors or interfering with Association security personnel, Board members or Committee members.
10. Fighting or dueling in the Common Elements.
11. Drinking alcoholic beverages or the possession of alcoholic beverages (except for carrying sealed and closed containers of alcoholic beverages to units by residents or guests) in the Common Elements.
12. Climbing on any building or climbing anywhere in the Common Elements.
13. Tossing objects out of any Unit or off of balconies or decks, or throwing any objects in the Common Elements.
14. Gaming or gambling games of chance or any activity related to gambling in the Common Elements.
15. Loud noise or music, shouting, or other disturbances in the Common Elements or in any unit.
16. Loitering in the Common Elements.

Note: Although criminal acts are violations of these Rules and Regulations, the Association does not undertake the responsibility for protecting the residents from criminal conduct. Anyone who suspects criminal activity should report it to the police.

Please also take notice that conduct which puts a resident in fear of immediate bodily harm may be a criminal assault, and any unauthorized or offensive contact (touching) may be criminal battery. If you are a victim of this conduct, you are encouraged to contact the police and place criminal charges.

SECTION 4
PARKING AND MOVEMENT OF MOTOR VEHICLES

4.1 Permitted Vehicles

The following motor vehicles are Permitted Vehicles under these Rules and Regulations:

- A. Passenger cars having not more than four (4) entry doors.
- B. Compact sport utility vehicles such as Blazers and Jeeps, but excluding any off-road or sports vehicles not licensed to be driven on Illinois roads and highways.
- C. Pick-up trucks, "Suburbans," passenger and conversion vans.

4.2 Restricted Vehicles

The following motor vehicles are defined as Restricted Vehicles under these Rules and Regulations:

- A. Trucks of every kind and description except pick-up trucks.
- B. Buses, cargo vans and other vans except for passenger vans.
- C. Motor vehicles, which may not be lawfully driven and/or are not registered for operation on Illinois roads or highways.
- D. Commercial vehicles which shall include but shall not be limited to any vehicles licensed as commercial vehicles, and any vehicles, which would otherwise be Permitted Vehicles but which are designed for, modified for, or used primarily for business purposes and/or which bear commercial advertising, messages, or identification of any kind, whatsoever.
- E. Farming, industrial, delivery, landscaping or construction vehicles, snowplowing vehicles (including jeeps and pick-up trucks equipped with snow plowing and/or salt spreading equipment), taxicabs, limousines, and hearses.
- F. Recreational vehicles, boats, boat trailers, snowmobiles, house trailers, campers, mobile homes, or park trailers.

4.3 Prohibited Vehicles

The following motor vehicles are defined as Prohibited Vehicles under these Rules and Regulations:

- A. Any vehicle in a state of disrepair rendering it incapable of being driven in its present condition.
- B. Any vehicle without its current valid vehicle license plate.
- C. Any vehicle which has been abandoned by its owner. A vehicle which has not been moved from the parking area for a period of seven (7) days shall be presumed to be abandoned unless the car owner otherwise gives prior notice to the Association of his/her intent.
- D. Any vehicle which would otherwise be a Restricted Vehicle, but which is too large to be safely or properly parked in unit garages with the garage door closed.

SECTION 4

PARKING AND MOVEMENT OF MOTOR VEHICLES

4.3 Prohibited Vehicles-continued

- E. Any other vehicle not specifically defined as a Permitted Vehicle or a Restricted Vehicle, except only for emergency or official vehicles (such as postal vehicles, city public works vehicles, ambulances, hospital vehicles, fire trucks and equipment, or police vehicles) being utilized for official or emergency purposes.

4.4 Movement and Use of Vehicles in the Common Elements

- A. Vehicles are prohibited for being driven or moved through or on any portion of the Common Elements except for the driveways and parking areas.
- B. Posted speed limits and general rules of the road must be observed when driving through the Association.
- C. Only Permitted or Restricted Vehicles may be operated in the Association. Prohibited Vehicles are prohibited from the Association and shall not be driven or moved through the Common Elements.
- D. Motor vehicle repair work, servicing, or oil changes are prohibited in the Common Elements except for emergency repair work, provided that the owner and/or resident shall be responsible for repairing or cleaning any damage caused as a result of such emergency repairs. Washing one's own vehicle by Association residents is permitted.

4.5 Parking

- A. Parking by association residents is restricted to unit garages and driveways located in front of a unit. Only permitted vehicles may be parked on limited common elements and only permitted vehicles may be parked on the common elements that are designated for such purposes: i.e. additional parking areas/island parking areas.
- B. No vehicle may be parked in a manner which obstructs passage of other vehicles or which obstructs fire hydrants.
- C. After snow fall, vehicles obstructing snow removal operations, in accordance with City or Association regulations, will be removed.
- D. Prohibited vehicles are prohibited from the Association and shall not be parked or stored in the Common Elements or in the Unit garages.
- E. Restricted vehicles shall not be parked or stored in the Common Elements. Parking of restricted vehicles is strictly limited to Unit garages, except only for emergency or official vehicles (such as postal, City public works, ambulances, hospital, fire trucks and equipment or police vehicles) being utilized for official or emergency purposes, or service vehicles being driven on the property on a reasonable and temporary basis in order to provide services or make deliveries to residents of the Association.

SECTION 4
PARKING AND MOVEMENT OF MOTOR VEHICLES

4.5 Parking - continued

- F. Parking of any vehicle, boat trailer, 2 wheeled flat trailer, or motorcycle trailer is not allowed on either side of a common driveway from the street to the first garage space. No trailers are permitted to be stored on the property at any time. Check Index Pages for parking diagrams.
 - 1. Year around – There is no parking in front of the sidewalk at the back of the building.
 - 2. Winter Rules are in effect from December 1 through March 31. There is no parking in front of the sidewalk at the back of the building or in the turn-around indent at the end of the driveway.

4.6 Enforcement and Towing

- A. These Rules and Regulations may be enforced in the same manner as a violation of the Association’s Declaration and/or according to the Association’s “Rules regarding the Enforcement Policies”.
- B. These Rules and Regulations may also be enforced by the removal, at the vehicle owner’s expense, of any vehicle parked or operated in violation of any of the restrictions set forth herein. If the vehicle is parked in an area designated as a tow zone with a posted sign providing notice that it is a tow zone, the vehicle may be towed.
- C. Notwithstanding any of the notice requirements above, if the Board of Directors finds that any vehicle parked or operated in violation of these Rules and Regulations constitutes a nuisance to the residents because of the danger of blocking access to emergency and service vehicles, or otherwise threatens harm, any such vehicles shall be removed by the Association without notice to the vehicle owner and at the vehicle owner’s expense. The Board of Directors shall execute an agreement with a commercial towing company to lawfully remove vehicles parked or operated in violation of these Rules and Regulations. The Board of Directors shall have the sole and absolute discretion to make any final determinations of whether a specific vehicle is a Permitted, Restricted, or Prohibited Vehicle under these Rules and Regulations, or whether a vehicle is parked or operated in violation of these Rules and Regulations.
- D. Any vehicle parked in a fire lane or any other designated no parking area is subject to ticketing by the Village of Fox Lake Police Department.

SECTION 4
PARKING AND MOVEMENT OF MOTOR VEHICLES

4.7 Garages

- A. Damage done to garage doors caused by the Unit Owner or guests will be repaired and charged to the Unit Owner.
- B. Garage doors must be kept closed at all times except during movement of vehicles into or out of the garage.
- C. No modifications or alterations may be made to garage doors.
- D. No engines may be left running in garages.
- E. No major vehicle repairs or other activities which cause any type of nuisance, fire hazard, or annoyance to neighbors are permitted. Care and consideration for others must be exercised if the garage is used for minor repair or maintenance of vehicles. The Board of Directors may, at its discretion and upon notice to an Owner, demand that a Unit Owner refrain from repair work in a garage when such repair work is deemed by the Board to be a nuisance, fire hazard, or annoyance.
- F. No barbecuing is permitted in garages.
- G. No garage may be used as an additional living quarter.
- H. Garages are to be used primarily for parking of Permitted or Restricted Vehicles.
- I. Garages may be used for incidental storage as follows:
 - 1. Storage is limited in such a manner that a vehicle is not obstructed from being parked in the garage. Items shall be configured in such a manner as not to be a nuisance, annoyance, or hazard.
 - 2. No items are stored in a manner to create the danger of items falling on any persons or property. Stacking of boxes or other materials higher than four (4) feet is not permitted.
 - 3. Owners shall keep garages clean and free of clutter.
 - 4. Adequate space must be kept for parking and storage of a motor vehicle in each garage space.
 - 5. No resident or visitor may obstruct or use someone else's garage space without consent.

SECTION 5
INSURANCE

5.1 Insurance

Each owner and resident is responsible for obtaining his/her own insurance for the contents of and improvements to the Unit.

SECTION 6
LEASE OR SALES OF UNITS

6.1 Leases

- A. All lease or rental agreements regarding a Unit must be in writing and shall be subject to all the terms, conditions, and requirements of the Declaration, By-laws and Rules and Regulations of the Association. No Unit may be leased or rented for a period less than thirty (30) days. The Owner shall provide a copy of the lease or rental agreement to the Board within ten (10) days after its execution or the date of occupancy, whichever occurs first. The Association is hereby expressly deemed to be a third party beneficiary of any such lease; and any violation of the Declaration, By-laws or Rules and Regulations shall be deemed a default under such lease entitling the Association to exercise any and all remedies under the lease or available at law or equity, regardless of the Owner's action or inaction in response to such default.
- B. Any Unit that is non-owner occupied is considered a "rental unit". The owner is responsible for registering said Unit with the Village of Fox Lake. A copy of the Rental Certificate of Occupancy issued by the Village of Fox Lake Fire Marshall must be presented with the copy of the executed lease to the association's management company before the Unit is occupied.
- C. All owners of "rental units" must keep a current address, home phone number, business phone number and cell phone number on file with both the Village of Fox Lake and the association's management company.
- D. Homeowners in violation of the sections A,B or C are subject to a \$500 per month fine assessed against the unit starting at the time the Unit is vacated and/or non-owner occupied.

SECTION 7
PETS

7.1 Rules for Pets

- A. No Owner or resident shall keep more than a total of two (2) pets in any Unit. All pets must be registered on the Animal Registration Form.
- B. Dogs, cats and other household pets may be kept in Units provided they are not kept, bred, maintained for any commercial purpose and provided they do not create a nuisance or annoyance to the other residents in the opinion of the Board.
- C. All pets must be leashed and attended when on the Common Elements.
- D. The chained/leashed animal cannot be attached to any Common Element.
- E. Pets shall not be permitted to urinate or defecate on any Common Element and are to be walked only on uncultivated areas. Pet owners must clean up after pets immediately.
- F. Cat litter must be placed in a securely tied plastic bag when being placed out for garbage pick-up.
- G. In the event the Board of directors determines in its sole and absolute discretion that any animal being kept in a Unit poses or creates a nuisance or annoyance to the other residents and/or in the event of two or more violations of these Pet Regulations, the Board may require the Unit Owner to remove the pet from the housing Unit. Failure to remove a pet within three (3) days after the Board orders the removal of such pet shall be a violation of these Rules.

SECTION 8
NOISE LEVELS

8.1 Noise Levels

- A. Excessively loud playing of radios, television and/or audio equipment or any other sounds in such a manner or at such loud level and/or time as will disturb other residents in the building is not permitted. Musical instruments shall not be played, nor band or power tools be used, in a manner producing disturbing noise. By reason of the problems created by the proximity of condominium living, excessive noise from any one or more of these sources occurring between 9:00 p.m. and 9:00 a.m. on the following day is considered as creating a disturbance.
- B. Under no circumstance at any time shall a Unit Owner's music, television or voice be heard from any outside Common Element or any other Unit Owner.

SECTION 9
GARBAGE SERVICE

9.1 Collection

- A. All garbage and refuse is to be put into garbage cans with tight fitting lids and placed at curbside no earlier than sunset the day prior to the date of pick-up. Waste should not be left in open containers.
- B. Recycling containers, provided by the collection agency, should be used for recycled materials only.
- C. Removal of large, heavy or bulky refuse may be pre-arranged by the individual Owner with the garbage disposal company on its regularly scheduled pick-up day.
- D. The Unit Owner must remove any litter remaining on the ground after pick-up.
- E. All garbage, recycling bins and refuse must be stored within the unit or its garage prior to the regularly scheduled pick-up date.
- F. Illegal dumping of any nature within the Association will be reported to local law enforcement for further actions.
- G. Information on items ineligible for the recycling program may be reported to local law enforcement for further actions.
- H. The unit number and/or street address must be on all garbage and recycling containers.

SECTION 10
ENFORCEMENT

10.1 Unit Owners Responsibility

Unit Owners are responsible for their own conduct and the conduct of all their family members, guests and all other occupants and/or residents of their Units.

10.2 Right and Remedies

If the Association suspects a violation of these Rules and Regulations, the Association may follow the procedures set forth in these Enforcement Rules in addition to any and all other rights or remedies available to the Association. The Association may exercise any and all of the rights and remedies available at law or in equity, concurrently or otherwise, as the Board of Directors deems necessary or desirable. These Enforcement Rules are separate and in addition to all other enforcement mechanisms available. The Board shall have such other rights and remedies as may be available to them, including the remedies and enforcement provisions of the Condominium Property Act and the Association's Declaration and/or By-laws.

10.3 Administrative Expenses/Fines

The Board of Directors may impose reasonable administrative expenses and/or fines after notice and an opportunity to be heard in accordance with the procedures herein. The Board of Directors only need determine the conduct or violation occurred or more probably than not occurred based upon its evaluation of the evidence or testimony presented or evaluated. The Board of Directors shall determine the amount of a reasonable fine. The minimum administrative expenses/fines imposed upon the Unit Owners for a violation of these Rules and Regulations are specified for each offense as follows:

A. Violation	<u>Ordinary</u>	<u>Aggravated</u>
Use or possession of contraband	\$150.00	\$300.00
Fighting/Dueling	\$300.00	\$500.00
Criminal Conduct-Nonviolent	\$150.00	\$300.00
Vandalism, Spray Painting	\$150.00	\$300.00
Loitering	\$ 75.00	\$150.00
Criminal Conduct-Violent	\$300.00	\$600.00
Alteration/Improvements or Installations to Common Elements without prior approval	\$100.00	\$200.00
Noise Violations (per day)	\$ 50.00	\$100.00

SECTION 10
ENFORCEMENT

10.3 Administrative Expenses/Fines - continued

B. Fine Structure for Violation of Common Elements

1. A **Warning Letter** will be sent to the owner advising of a violation. The owner will have 7 Days from the Postmark date on the Letter to contact the association's management company and correct the violation.
2. If the violation is not corrected within 7 days then a **Violation Letter** will be sent from the association's management company. The owner will then have 7 more days from the Postmark date on the Letter to correct the violation. A \$25.00 fine and a \$20.00 cost recovery fee will be assessed against the owners account
3. If the violation is not corrected within the 7 days after the first Violation Letter is sent then a **second Violation Letter** will be mailed by the association's management company.. The owner will be given a final 7 days to correct the violation from the Postmark date on the letter. A \$50.00 fine and a \$10 cost recovery fee will be assessed against the owners account.
4. If after 21 days from the Postmark date on the Warning Letter the violation still exists, the Board of Directors will direct the management company to hire any and all subcontractors to fix said violation and the complete and entire cost will be assessed against the homeowner.

10.4 Aggravated Offenses/Mitigation

The Board of Directors may in its discretion determine a violation to be an aggravated offense if determined that (a) the offense involved a gang or gang signs; (b) personal injury or property damage occurred as a result of the violation; or (c) the offender was found to have committed any one (1) or more prior violations during the previous six (6) months. The Board of Directors, in the exercise of its sole discretion, may reduce the administrative expense/fine amounts set forth whenever it deems the circumstances to warrant such mitigation.

SECTION 10
ENFORCEMENT

10.5 Actual Damages, Fees and Expenses

In addition to the imposition of the administrative expenses/fines set forth, or in lieu of such imposition, as the Board of Directors deems appropriate, the Board may specially assess any or all of the following charges against a Unit Owner for a violation of these Rules and Regulations by a Unit Owner or Owner's resident as follows:

- A. The actual costs and expenses for repairing any damage to any Property or replacing any Property irreparably damaged or destroyed, which Property was damaged or destroyed as a result of or in relation to the violation, and all other damages, if any, attributable to or relating from the violation.
- B. All attorney fees and expenses, court costs, and other fees, costs and expenses incurred by the Association in connection with the enforcement of these Rules and Regulations or in connection with any criminal or civil proceedings in which the Association or its attorneys participate as a result of the activities identified herein.
- C. Any and all other damages to the Association or other residents incurred as a result of such violation or the enforcement thereof.

10.6 Notice and Hearing Procedure

If a Unit Owner (or family member, guest, occupant or resident of such Unit Owner's unit) is suspected of violating or the Unit Owner is deemed otherwise liable for a violation of any of the provisions of the Declaration, By-laws and/or Rules and Regulations of the Association, the following shall occur:

- A. The Unit Owner shall be notified of a hearing before the Board of Directors in the notice of Hearing form substantially as attached as Exhibit B, by the Managing Agent, attorney or other agent of the Board of Directors.
- B. The notice may also contain such demands as the Board of Directors deems necessary to protect the interests of the Association in accordance with the provisions of the Condominium Property Act, the Declaration and By-laws and/or Rules and Regulations of the Association.
- C. Within ten (10) days after the Unit Owner has been notified of the hearing, the Unit Owner may submit in writing protest to the Board of directors stating the reasons the Unit Owner feels he/she has not committed a violation.

SECTION 10
ENFORCEMENT

10.6 Notice and Hearing Procedure - continued

- D. A hearing on the violations shall be held at the time, date and place of said meeting as stated in the Notice of Hearing, or at such time, date and place as the Board of Directors may continue the hearing at its discretion, without further notice, either at the request of the Owner or upon the Board's own motion.
- E. Should no protest be filed or if the Owner fails to attend the hearing, the allegations in the Notice of Hearing, or such other evidence or testimony as may be available to the Board of Directors, may be taken as if confessed.
- F. No discovery is allowed. The Owner is not entitled to obtain from the Association any documents or evidence before the hearing. All proceedings hereunder may be conducted informally. All decisions regarding what evidence is relevant and the weight to be afforded evidence in making determinations, and all decisions regarding the procedures to be followed, shall be determined by the Board of Directors in its sole and absolute discretion.
- G. In the event a protest is filed, the Owner attends the hearing, or if the Board of Directors chooses to do so even in the absence of the Owner, the Board shall hear and consider arguments, evidence, testimony or other statements regarding the alleged violation. The hearing shall occur in a closed session. The only persons who may attend the hearing shall be the Board of Directors, managing agents, attorneys, parties and witnesses or others who may be invited by the Board. The Owner shall be entitled to reasonably present evidence, witness testimony and arguments at the hearing.
- H. At the hearing, an Owner may be represented by an attorney. An attorney may not speak on behalf of the Owner or address the Board of Directors, unless the Board has been notified at least 48 hours in advance and had an opportunity to consult with its own attorneys and have its own attorney present.
- I. After a full hearing, the Board of Directors shall state its determination regarding the alleged violation. The Board may discuss the violation and hearing in closed session in absence of the Owner and/or witnesses. However, the vote and determination of the Board shall be conducted at an open meeting. The Board shall determine and assess the amount, if any, of attorneys' fees incurred by the Association as charged to the Association by the attorneys; and the amount, if any, of costs, damages, expenses and other charges attributable to or resulting from the violation, that will be incurred in the future, and the Board may authorize the Managing Agents to assess such charges to the Owner's account and against the Owner's Unit as such charges are incurred. The decision of the Board shall be final and binding on the Unit Owner. Notification of the Board's determination shall be made substantially in the form attached.
- J. Payment of charges made under this policy 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.

SECTION 10
ENFORCEMENT

10.6 Notice and Hearing Procedure - continued

- K. Any Unit owner charged hereunder should pay all charges assessed within thirty (30) days of notification that such charges are due. Failure to make the payment at this time shall subject the Unit Owner to all of the legal or equitable remedies necessary for the collection of it. Charges assessed under this policy shall be added to and deemed a part of the Common Elements of the Unit owned by the violator(s) and the Association shall have a lien on the Unit for the amount thereof.
- L. Time is of the essence of this policy. Notices are deemed made when deposited in the United States mail, postage prepaid, to the Unit Owner at the Unit address or to such other address as the Unit Owner may have previously filed with the Board of Directors.

SECTION 11
EXTERIOR MODIFICATIONS

All exterior modifications done to Units or Common Elements start with submitting an Architectural Request Form. Any exterior or common element modification, alteration or installation done by a homeowner or tenant without permission of the Board will be assessed a \$100 fine as outlined in section 10.3.A.

11.1 Storm Doors

Storm doors are to be of the "Full View" variety. The approved manufacturers are: Larson Full-View Door or Anderson Full-View Door. The only approved colors are sand, beige or taupe. Any other style or color of door will be in violation of this rule and will need to be removed/replaced. The approved doors can be found at any Menards, Home Depot or Sears Hardware stores.

11.2 Satellite Dishes

Satellite dishes are permitted with Board approval for the installation location. Unit Owners must submit an architectural approval request form. Include specific drawings, showing the size of dish, method of installation, location and how the cable wires are to be run into the building and proper grounding in accordance with the National Electrical Code.

11.3 Flagpoles/Flagpole Holders

Flagpole holders can be affixed to the wood trim of the chimney chase or the corner of the Unit. The holder should be located between 60" and 72" above ground level. Flags cannot hang over sidewalks or driveways. Flags displayed shall be of a reasonably tasteful design and socially acceptable as determined by the Board.

SECTION 11
EXTERIOR MODIFICATIONS

11.4 Landscaping

- A. The Unit Owner must maintain, by the way of watering, the live plantings located around their Unit. Lawns, trees and shrubs must be watered in accordance with the Village watering ordinance or restrictions. The Unit Owner shall be responsible for the cost to repair any damage to the landscaping including live plants and lawn areas due to negligence. The Association shall contract an appropriate vendor for repairs and the Unit Owner shall be charged the cost of such repairs.
- B. Unit Owners may plant flowers in the common elements immediately adjacent to their units. Creating new planting areas is not permissible. Unit Owners plant at their own risk The association is not responsible for damage done to any additional plants not on the landscape plan.
- C. Bushes cannot be relocated or removed without Board approval. Planters and pots are ok except when they are deemed by the Board to detract from the overall aesthetic appearance of the community.
- D. Hanging baskets will be approved for under the porch overhang or shepards hooks that are placed in the common elements immediately adjacent to the Owners Unit. No hooks, screws or nails are to be affixed to the siding of the building for any reason.
- E. Once a Unit Owner has changed the landscaping on their unit they are responsible for the upkeep of the changes. If the Board determines that the new plantings are not being upkept in a manner acceptable, the area will be restored to its original condition and any costs associated with this will be charged to the Unit Owner.
- F. If a Unit is sold, the new Owner will accept the responsibility of upkeep or will need to, at time of closing, notify the original Owner to have the outside restored back to its original condition.
- G. Mulch is the responsibility of the Board. Should a Unit Owner decide to replace their own mulch, it must be of equal quality as to what is provided by the landscape company.
- H. Permissible Changes:
 - 1. Common varieties of flowers
 - 2. Gray stone edging – 1 brick high only
 - 3. Bushes –as approved by the Board
 - 4. Small landscape decorations
 - 5. Trellis – not attached to the building
 - 6. Flower pots and hanging baskets
 - 7. Landscape lights located on the inside of the sidewalk only
- I. Changes that are not allowed:
 - 1. Planters affixed to deck railings
 - 2. Lattice work trellis'
 - 3. Plantings on any common element grass
 - 4. Fertilizing the lawn
 - 5. Planting trees
 - 6. Weed killers used on grass
 - 7. In-ground sprinkling systems
 - 8. Brick work, fencing, landscape timbers
 - 9. Invasive plant species – as identified by the landscape company

SECTION 11
EXTERIOR MODIFICATIONS

11.5 Patio/Deck Construction Guidelines

The Unit Owner must obtain written permission from the Board prior to start of project. Any and all permits required by the Village of Fox Lake are the responsibility of the Unit Owner.

- A. **Patio Specifications for Poured in Place Concrete Patio:**
Maximum size of slab not to exceed 100 square feet in size with a minimum of 64 square feet. 4000 psi air entrained concrete (no coloring of concrete is permitted). Wire mesh reinforced. No use of corrosive accelerators permitted. Thickness of concrete slab is to be a minimum of 4” on a minimum of 2” of compacted sand or gravel. Expansion joint must be used between existing concrete and new slab. No major excavation of site will be permitted.
- B. **Deck Construction Guidelines:**
There are original deck plans created for the Carriage Homes of Fox Ridge. In addition to adhering to these spec's, the stairs(s) must rest on a concrete pad at ground level. This pad must meet all of the specifications contained in cement patio section. The pad must be 4" thick on a 2" base of sand, it must extend 2 inches beyond the length the width of the bottom stair thread. This pad must be flush with the existing ground level
- C. The name and address of the contractor must be submitted.
- D. Contractor to provide American Community Management, Inc., and Carriage Homes of Fox Ridge Homeowners Association with a certificate of insurance showing \$500,000 in liability insurance, workers comp. insurance and the Carriage Homes of Fox Ridge and American Community Management, Inc. listed as additional insured
- E. \$1000.00 cash bond posted by homeowners prior to construction of the deck and cement patio. This is to guaranty that no damage is caused to the common elements or underground utilities. If the building has been landscaped, \$1000.00 cash bond will also guaranty replacement of shrubs and insurance that if any of the landscaping has been relocated, then the bond will be held one year.
- F. Homeowner is responsible for all building permits and inspections required by the Village Of Fox Lake.
- G. Homeowner is responsible for contacting J.U.L.I.E. to locate utilities.
- H. Homeowner is responsible to have deck or cement patio built per plans and specifications prepared by the Carriage Homes of Fox Ridge Homeowners Association.
- I. Homeowner and Homeowner’s subcontractor need to tender a statement to the Carriage Homes of Fox Ridge and American Community Management, Inc., The letter should state that both the Homeowner and the Subcontractor:
 - 1. Agree to hold American Community Management, Inc., and the Carriage Homes of Fox Ridge Homeowners Association harmless in the event of any injury, theft, or any other mishap relating to the deck or cement patio construction.
 - 2. Understand that deck or cement patio construction can only take place Monday – Friday from 7 am - 5 pm and Saturday from 9 am - 5 pm.
 - 3. Subcontractor must tender paid invoice showing labor and material has been prepaid.

SECTION 11
EXTERIOR MODIFICATIONS

11.5 Patio/Deck Construction Guidelines-continued

4. Subcontractor must tender lien waivers for material and labor prior to deck or cement patio construction.
 5. Subcontractor must tender a statement waiving any and all lien rights and any other legal recourse against American Community Management, Inc., and Carriage Homes of Fox Ridge Homeowners Association.
 6. Work to be completed, start to finish within 7 calendar days.
- J. Indemnification Agreement is signed and submitted.

11.6 Deck Stain Color

The approved deck stain is:

- Sherwin-Williams
- Deck Scapes
- Water borne exterior semi-transparent
- 3512 Cider Mill

11.7 Tiki Torches/Fire Pits/Chiminea

Fire pits, tiki style torches and outdoor wood burning chimney devices present the potential for dangerous or hazardous conditions. Any device that has open flames and burns any type of fuel is not permissible at any time on any part of the property In Fox Ridge.

11.8 Outdoor Ground Lighting

Low voltage or solar powered lighting systems are allowed with Board approval. The location is inside the sidewalk or in the un-sodded portion of the common elements adjacent to the Owners Unit. Low voltage lighting is not to be installed on decks unless part of Holiday decorations. Low voltage “rope style” lighting is only permissible with Board approval.

11.9 Bird Feeders

Bird feeders are allowed only in the common element adjacent to the Owners Unit. Bird feeders cannot be hung in trees in the Parkway section of the property. Bird feeders may be hung from “shepherds hooks” but cannot be hung from the eaves or overhang of the building or be affixed in any manner to the building. “Shepherds hooks” cannot be located in the sodded area of the common elements.

SECTION 12
PROPERTY RULES

12.1 Retention Ponds/Areas

There shall be no trespassing in or on any retention area and/or the surrounding wetland area for any reason without limitation. The retention ponds and retention areas are not a recreational area and should be considered off-limits to all persons at all times. Contamination of any retention area by any substance is expressly forbidden. Children are not to be near or around retention areas unless attended by an adult. No person may disturb or harm the natural wildlife inhabiting the ponds, wetland, or retention areas. All Village ordinances shall be enforced.

12.2 Retaining Walls/Entranceway

There shall be no climbing of retaining walls or the landscaping rocks of the front entrance. The retaining walls are installed for the protection of the property and are not recreational in design. All retaining walls and rock landscaping is considered off limits.

SECTION 13
DEFINITIONS

Definitions

For the purposes of this document, the following definitions shall apply, but shall not supersede the definitions in the Association By-laws.

- A. **Common Element** – Generally means all portions of the Premises which are not residential and which consist of private roads and roadways, storm water detention ponds, conduits providing storm water drainage from the Premises, woods and fauna, grassy areas and entranceway monuments.
- B. **Limited Common Element** – Generally means the portion of the Common Element that is for exclusive use of the homeowner.
- C. **Unit Owner / Homeowner** – Generally means the person of record who is the legal owner of the property (unit) and is not a visitor or renter.
- D. **Renter** – A person who has signed a lease with a Unit Owner where the Unit Owner has complied with all regulations specified in Carriage Homes of Fox Ridge – Rules and Regulations - 6.1.B and 6.1.C. Renters do not have the same privilege as Unit Owners, but must follow all the same rules. Renters are not allowed to vote and can only address the Board at Board meetings through the Unit Owner.
- E. **Resident** – Generally means the persons inhabiting the Unit of the Unit Owner on a permanent or semi-permanent basis, but always more than two-weeks. Neither a renter or a visitor is a resident.
- F. **Association** – Generally refers to the collective group of homeowners that makes up the Carriage Homes of Fox Ridge Homeowners Association. Also, sometimes refers to the Board of Directors and its agents acting on behalf of the Board.
- G. **Patio** – The concrete or otherwise modified pad that typically exists outside of the sliding doors in some Units.
- H. **Deck** – the wooden decking and railing structure that typically exists outside of the sliding glass doors in some Units.
- I. **Porch** – The concrete pad that typically exists outside of the front door of all Units.