

CHAPTER 1

RULES AND REGULATIONS FOR REMINGTON TRAILS TOWNHOME ASSOCIATION

This document is in conjunction with the regulations set forth in the Declarations and By-Laws of Remington Trails Townhome Association, herein referred to as the Association.. It also contains other rules and regulations adopted by the Board of Directors. These rules and regulations exist for the benefit of all Owners and were established to enhance and protect the quality of life for the entire community at Remington Trails Townhome Association.

Residents are encouraged to become familiar with the Rules and Regulations which not only provide guidelines for living responsibly with one's neighbors, but to provide a means for correcting nuisances and unsightly or unsafe activity. It is a reminder of having an investment in the community to exercise and demonstrate a willingness to maintain the quality and appearance of the property.

All Owners and Tenants, and any other guests and visitors are subject to the requirements of the Declaration, By-Laws, and Rules and Regulations and parents should see that their children are aware of the rules that pertain to them.

Adherence and enforcement of the effective rules and regulations require the cooperation and participation of all residents. When infractions do occur, the Board, through its managing agent, should be notified.

Residents of Remington Trails as members of the Association, are residents of Round Lake, and are therefore expected to familiarize themselves with the ordinances and laws of the Village of Round Lake; their website can be found at: www.eRoundLake.com, Resources, Codes.

Additionally, because the Association is also a subset of the Valley Lakes Association, residents of Remington Trails are also encouraged to familiarize themselves and abide by the Rules and Regulations of Valley Lakes Association.

Occasional non-compliance of each of the rules is understandable, but repeated noncompliance is the intent of these rules.

CHAPTER 2

Definitions

The following words, when used in this Declaration or in any supplemental Declaration shall, unless the context shall prohibit, have the following meanings:

- 2.1 “Association” shall mean and refer to the Remington Trails Townhome Association, an Illinois not-for-profit corporation, and a Common Interest Community as defined in Chapter 735 ILCS 5/9-1 02(a)(b), Illinois Compiled Statutes (1992) as from time to time amended, its successor and assigns.
- 2.2 “Board” shall mean and refer to the Board of Directors of the Remington Trails Townhome Association, an Illinois not-for-profit corporation; said entity shall govern and control administration and operation of the Property.
- 2.3 “By-Laws” shall mean and refer to the By-Laws of the Remington Trails Townhome Association, which are attached to the Declaration and made part thereof as Exhibit “C”. The By-Laws are incorporated into this Declaration by this reference.
- 2.4 “Common Area” shall mean and refer to all real property and improvements thereon to be owned or maintained ‘by the Association for the common use and enjoyment of all members of the Association. This shall include Lots 24 and 25, as described on the Plat of Subdivision for the Remington Trails Subdivision (as hereinafter defined), attached hereto and made a part hereof as Exhibit “B.”
- 2.5 “Community Association” shall mean and refer to the Valley Lake Community Association, an Illinois not-for-profit corporation.
- 2.6 “Lot” shall mean and refer to that, portion of the Property, the size and dimension of which is set forth in the Plat of the Subdivision.
- 2.7 “Owner” shall mean and refer to the record owner, whether one or more persons, individuals or entities, of a fee simple title to any Lot, which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- 2.8 “Member or Membership” shall mean and refer to every person or entity who holds Membership in the Association.
- 2.9 “Mortgage” shall mean and refer to either a Mortgage or Deed of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.
- 2.10 “Person” shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- 2.11 “Property” shall mean and refer to the real estate legally described in the Declaration as Exhibit “A”.

2.12 “Subdivision Plat” shall mean and refer to the Plat of Subdivision for the Remington Trails Subdivision as recorded with the office of the Recorder of Deeds of Lake County, Illinois, and attached to the Declaration as Exhibit “B.”

2.13 “Single Family” shall mean and refer to one or more persons, each related to other by blood, marriage or adoption, or a group of not more than three (3) persons not related, maintaining a common household.

CHAPTER 3

General Regulations

- 3.1 All Lots shall be used only for Single Family Townhome Dwellings.
- 3.2 Any expense or cost incurred with respect to maintenance and/or repair of any portion of the property and Common Area due to the willful or negligent act of any Owner, his family, lessees, guests, invitees or pets, shall be borne by such Owners and shall be added to such Owner's Assessment.
- 3.3 Respect your neighbor's privacy, as you would want your privacy to be respected.
- 3.4 There shall be no obstructions of the Common Areas, nor shall anything be stored thereon without the prior written consent of the Association. No trailer, mobile home, recreational vehicle, commercial vehicle, tent, shack, or temporary building, or other similar improvement shall be located on the Lots. (Article 3.3)
- 3.5 No Residence shall be used for other than residential purposes and each Residence shall be used only as a residence for a single family.
- 3.6 No commercial activity of any kind shall be conducted anywhere on the Property.
- 3.7 All areas of the Lots designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot. No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. . Each Owner acknowledges, by acceptance of a deed to a Lot, that. each drainage or detention area is for the benefit of the entire Property. (Article 3.9)
- 3.8 Nothing shall be altered in or removed from the Common Area except upon the written consent of the Board. (Article 3.14)
- 3.9 Garage Sales shall be conducted in accordance by the ordinances set forth by the Village of Round Lake (Round Lake Village Ordinance Chapter 5.20).
- 3.10 For reasons of safety, streets and cul-de-sacs shall not be used as play areas.

CHAPTER 4

Pets

- 4.1 Only dogs, cats and other common household pets shall be allowed, (Round Lake Village Ordinance Chapter 5.20)
- 4.2 Any breeding or keeping of dogs and cats for sale or profit is strictly prohibited. (Article 3.7)
- 4.3 Pet Owners shall remove any animal waste from the Common Areas or outside their Residences. (Round Lake Village Ordinance Chapter 6.08.015 D)
- 4.4 No pet, whether inside a unit or out, shall cause or create a nuisance or unreasonable disturbance or cause or create damage to the Common Grounds, including landscaping. (Round Lake Village Ordinance Chapter 6.08.050)
- 4.5 Each unit owner is responsible for the actions of pets of anyone living in or visiting in said unit. The costs of repairing or remedying any damage caused by a pet shall be charged to the unit owner responsible.
- 4.6 When owners are absent, all pets must be kept inside their Residences and must not be accessible to any person or other animal outside the Residences.
- 4.7 All pets must be leashed and under full control of their owners whenever they are in the Common Areas or outside of their Residences. (Round Lake Village Ordinance Chapter 6.12.090).
- 4.8 No pet shall be tethered either in the Common Area or to any of the common elements or placed in a cage or any structure in the Common Areas.

CHAPTER 5

Nuisances and Unsightly Activities

- 5.1 No nuisance, noxious or offensive activity shall be conducted on the Common Areas in the Residences (including garages) nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants of the Residences. (Round Lake Village Ordinance Chapter 9) (Article 3.1)
- 5.2 Residents must exercise due consideration at all hours of the day in the operation of radios, televisions, musical instruments, etc. so that sound will not disturb others.
- 5.3 Any games or other activities by adults or children that unduly disturb others are prohibited in the Common Areas or outside of Residences.
- 5.4 No laundry or other items of any kind shall be hung out of any Residence and on to any portion of the Common Areas prior thereto.
- 5.5 The Common Areas must be kept free and clear of all rubbish, debris and any other unsightly materials. Garbage and Recyclables must be placed in receptacles and stored inside each respective Owner's garage. Receptacles may be placed outside for a period not to exceed 24 hours prior to and after each scheduled collection and must be secured in a manner that will prevent them and the contents within from blowing away. (Article 3.4)
- 5.6 Newspapers must be removed on the day of delivery. (Article 3.1)
- 5.7 Any items kept on common grounds that would obstruct the work of the landscapers or cause damage to the Common Grounds or landscaping are strictly prohibited. Items kept on patios, decks or courtyards shall be appropriate or in keeping with the intent of such areas. Patio furniture and grills are such items.
- 5.8 All barbecue grills must be kept on the patios or in the garage, not on the lawns.
- 5.9 Residents who use outdoor furniture, toys, recreational equipment, bicycles, etc. on any of the Common Areas shall remove such items by sunset.
- 5.10 Garden hoses shall be kept neatly stored and not in the Common exterior of the unit's building. Hoses should be kept secure when not in use and stored inside the garages during winter months to prevent water lines from freezing and rupture.
- 5.11 Patio furniture kept outside during winter months must be neatly stored and kept secure on patios, decks and courtyards from high winds.
- 5.12 Nothing shall be hung or displayed in windows other than standard window coverings. Exceptions to this may include temporary window coverings, seasonal decorations and "For Sale" signs. Temporary window coverings must be replaced by permanent covering within 3 months after

moving into unit.

- 5.13 Seasonal decorations must be secured with gutter clips or in some other manner that does not cause penetrations to any of the exterior surface of the building. Use of nails or hooks are prohibited and creates a risk of leaks or damage to exterior. Installation of decorations must not exceed 30 days prior to and after the holiday. Costs to repair any damage from the decorations to Common Area element, such as trees, bushes or to the building's exterior decorations shall be the financial responsibility of the Owner.
- 5.14 No unit shall display more than one "For Sale" sign and must be visible for unit's window only. No sign shall be erected on a post or any other element of the Common Areas.
- 5.15 Garage doors shall be kept closed when residents are not utilizing.
- 5.16 Only board-approved permanent installation of outdoor fireplaces for Stratton units are allowed. No fires or fire pits are allowed anywhere on Common Areas. (Round Lake Village Ordinance Chapter 8.40.010 B)

CHAPTER 6

Vehicles

- 6.1 No boat, recreational vehicle, camper, trailer, truck, mini-bike, snowmobile or “commercial vehicle” shall be stored on the Common Areas or driveways of Residences Storage of such items must be kept within the garage.
- 6.2 The term “commercial vehicle” as used here shall include, but is not limited to any vehicle equipped bearing any sign, logo or advertising that relates or refers to any commercial enterprises.
- 6.3 No motor vehicles in non-operating condition, or without current license plates shall be parked anywhere on the Property, except in garages.
- 6.4 For the purposes of loading and unloading, campers and recreational vehicles may be parked for a period not to exceed 48 hours.
- 6.5 No motor vehicle may be parked in a manner which interferes with roadways or with the entrance to or exit from a driveway or parking space.
- 6.6 Snow removal operations will commence after there has been 2” of snowfall or more.
- 6.7 Driveways with vehicles parked therein during snow removals will not be serviced.

CHAPTER 7

Structural Integrity and Exterior Additions and Alterations

- 7.1 Any or all alterations to the building or common area require approval by the board.
- 7.2 No unit shall display more than one "For Sale" sign and must be visible for unit's window only. No sign shall be erected on a post or any other element of the Common Areas.
- 7.3 Owners must indemnify or reimburse the association for any damage caused by the installation and use of a satellite dish. (Article 9.3)
- 7.4 Front storm doors must be "full view" only and must be white in color. Styles should remain similar and consistent with the theme of the community. Sliding glass doors and storm windows also apply. Owners must obtain a written approval from the Board before replacing or installing such items to ensure such consistency.
- 7.5 All windows, doors, and screens must be maintained and kept in good standing and repair. Screens should hang properly, not have tears or holes and not have loose insulating strips.
- 7.6 Window air conditioners and permanent window fans are not allowed.
- 7.7 Awnings are prohibited.
- 7.8 No additional lighting may be attached to a building.
- 7.9 No permanent barbecue grills are allowed on the Property.
- 7.10 No hot tubs, Jacuzzis or permanent pools are allowed on the Property.
- 7.11 All alterations on any lot are subject to approval of the Board and all maintenance of such alterations are the responsibility of the Owner. All proposed alterations shall be submitted on the appropriate forms made available by the Property Management Company. All alterations must be approved by the Board prior to any change. (Article 9)
- 7.12 No fence or obstruction of any kind shall be erected, removed or relocated anywhere within the Common Area unless specifically approved by the Board. (Article 3.15)
- 7.13 The responsibility for maintenance to all decks and patios is exclusively the Owner's. Seal treatment to all wooden decks must be clear and remain similar and consistent with the theme of the community. No colored stains are allowed.

CHAPTER 8

Landscaping

- 8.1 Plantings placed on any patio, deck or courtyard shall not interfere with the use of neighboring Residence or the Common areas.
- 8.2 Flowers and bulbs are permitted in pre-existing planting areas at Owner's expense without written approval from the Board. Flowers and bulbs are also permitted around existing Common area trees. However, any tree or shrub that dies due to planting of flowers and bulbs shall be replaced at the Owner's expense.
- 8.3 No patio, deck or courtyard may be extended beyond existing areas, nor may they be extended by means of gravel, bricks, concrete blocks or other similar material.
- 8.4 No plants or seed or any other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of Common Area.. (Article 3.2)
- 8.5 No tree, shrubs or other plantings of any kind shall be planted in or removed from the Common Areas without approval of the Board. The Owner is responsible for the maintenance and care of all Board approved alterations to landscape. (Article 7.1 b)
- 8.6 No trees, shrubs or other plantings of any kind shall be planted in or removed from the Common Areas without consent of the Board. The Owner is responsible for the maintenance and care of all board-approved alterations to landscape. (Article 7.1 b)

CHAPTER 9

Assessments

- 9.1 All association dues are due on or before the first day of each month.
- 9.2 A forty dollar (\$40.00) late fee will be charged for any association dues that are not received within 30 days of due date, In addition, a delinquent account notice will be sent to said Owner. (Article 6.8).
- 9.3 After association dues have been delinquent for up to 60 days, a letter will be sent to the Owner advising them that the account is past due. If the account is not paid in full or if a payment plan satisfactory to the Board is not established, the Association may take legal action for collection. (Article 6.8)
- 9.4 Any and all costs for collection of past due association dues late fees, including legal fees, will be charged to the account of the Owner. (Article 6.8)
- 9.5 In the event that the Owner is delinquent in his/her monthly association dues or any other charges or payments required, the Board shall have the right to take any necessary legal action..

CHAPTER 10

Sale of a Residence

- 10.1 Any Owner who intends to sell his/her Townhome shall contact the Board or its managing agent so that the necessary disclosure information can be provided to the prospective purchaser.
- 10.2 The Association, when given such a request, shall prepare and release the following:
 - 10.3 A letter indicating the status of the Owner's account.
 - 10.4 Copies of the Association's Declaration, By-Laws, and Rules and Regulations.
 - 10.5 Any other general information regarding the operation of the Property.
 - 10.6 The Association shall have at least ten (10) business days to respond to such a request.
 - 10.7 The Association may charge the seller for the costs involved in preparing such documents.
 - 10.8 New Owners must receive the Association's Rules and Regulations within one month prior to closing.

CHAPTER 11

Leases, Tenants and Non-Residing Owners

- 11.1 No Owner may lease his/her unit without first residing therein for a period of no less than two years.
- 11.2 Any Owner that is intending to lease his/her unit shall notify the Board at least fifteen (15) days prior to actual leasing of the unit.
- 11.3 All leases or rental agreements for Residences shall be in writing and shall be subject in all aspects to the provisions of the Association's Declaration, By-Laws and Rules and Regulations. To verify this, a Rider, which can be obtained from the management company, must be signed and attached to every lease and returned to the management company.
- 11.4 Each Owner shall provide the association a copy of the proposed lease prior to the unit being leased, and failure to do so shall result in a fine. Any expenses incurred by the Association in obtaining these documents shall be charged to the Owner responsible.
- 11.5 No Owner may lease their unit, nor may the unit be leased for transient or hotel purposes. Every lease and Rider must be a period of at least twelve (12) months and no more than twenty-four (24) months unless the Board otherwise provides consent in writing. It is upon judgment of the Board during this time to evaluate the tenant's occupation to allow any extensions to any said lease.
- 11.6 The Association shall provide the tenant with copies of the Association's Declaration, By-Laws, and Rules and Regulations and the association shall charge the Owner for the costs involved in preparing such documents.
- 11.7 Each new Tenant is required to have a background check.. Any expenses incurred by the association in obtaining these records shall be charged to the Owner.
- 11.8 Owners who do not reside on the Property shall provide the Board with their permanent resident address and phone numbers both at home and work where they can be reached in case of an emergency. Any expenses incurred by the Board in locating the Owner who fails to provide such information shall be assessed to that Owner's account. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Owner's unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving notice resulting therein.
- 11.9 All expenses of the Board in connection with any violations shall be assessed to the account of the Owner responsible.

CHAPTER 12

Violation Procedures

- 12.1 In case of minor problems, Owners and/or Tenants are urged to open informal discussions with those involved. In many cases the offender is not aware that a problem exists.
- 12.2 If and when the same problem continues, management should be notified in writing. Photos of violations will be kept on file by the management. Property Management can be reached via e-mail or phone.
- 12.3 An Owner and/or Tenant with who is in violation of a rule or regulation will be subject to the following procedure
- 12.4 Attend a hearing before a Panel of Inquiry (known hereafter as Panel) composed of at least three (2) Board members and/or persons duly authorized by the Board. The Panel shall not include any person or persons presenting evidence in the hearing.
- 12.5 The hearing shall be scheduled no later than three (3) weeks after delivery of the written notice of violation. At any such hearing, the Panel shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation, and then from the alleged violator and any witness on his/her behalf. Following the hearing and due consideration, the Panel shall make a determination by a majority vote which shall be final and binding on the Owner and the Association.
- 12.6 Payment of any assessments, charges, costs, or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel has completed its determination.
- 12.7 If the Owner and/or Tenant who is in repeated violation of a rule or regulation does not appear at the hearing, their right to further hearing or dispute of alleged violation is considered waived, unless a written letter of rebuttal is submitted three days prior to the hearing date.
- 12.8 If an Owner and/or Tenant is found in violation of the Association's Declaration, By-Laws, or Rules and Regulations the following shall occur. First violation shall be considered a warning that if any further violations of the same rule or regulation occur, a fine for the time and expenses of the enforcement process shall be imposed.
- 12.9 If in violation of the same rule or regulation, the Owner may be assessed a fine according to the following graduated scale: one hundred (\$100.00) dollars for second violation, one hundred fifty (\$150.00) for third violation and two hundred (\$200.00) for all subsequent violations. If found in violation of any rule or regulation, including the first violation, the Owner is responsible for any costs incurred as a result of violations be required to correct any damage or unauthorized condition, to pay the costs for repairs, or to pay any legal expenses incurred by the Association as a result of the violation on the Property for which the Owner and/or Tenant has been found responsible,
- 12.10 The Owner will be given thirty (30) days to correct the violation. If violation is not corrected

within the allotted time, the owner will be responsible for fees resulting in actions taken by the Board to correct the violation.

- 12.11 Fines and other charges must be paid within thirty (30) days of notifications that such charges are due. Failure to make payment on time shall subject the Owner to any remedies necessary for the collection thereof. All fines and other charges imposed shall be added to the Owner's account, collectable in the same manner as any regular fee.

CHAPTER 13

Homeowners Insurance

13.1 All Owners are responsible for carrying insurance to restore or maintain occupancy according to building codes. (Article 11.5)