

# ***Remington Trails II***

## ***Rules and Regulations***

### ***Preamble***

The Remington Trails II Development is subject to the Declaration of Covenants, Conditions, Easements, and Restrictions; By-Laws of the Remington Trails II Townhome Association; and these Rules and Regulations. 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 II Townhome Association.

The purpose of the Rules and Regulations are as follows:

- Maintain the Grounds and Exteriors of the Townhomes of the Remington Trails II Development.
- Maintain a consistently high quality of appearance while providing for some homeowner individuality.
- Maintain the financial strength to provide for long-term maintenance of our community while maximizing the effectiveness of the homeowner assessments.
- Provide for all homeowners' "quiet enjoyment" of their Townhome and the community.
- Align the community's Rules and Regulations with municipal and other governing regulations.
- Provide a mechanism for adjusting these Rules and Regulations as our community changes while still adhering to the above objectives.

Residents are required to become familiar with the Rules and Regulations which not only provide guidelines for living responsibly with one's neighbors, but also provides a mechanism for correcting nuisances and unsightly or unsafe activity. Residents are reminded that we all have an investment in our community and a responsibility to maintain the quality and appearance of our Development

## **1 General Application**

- 1.1* These Rules and Regulations are binding on all Owners and Tenants, and any other guests and visitors.
- 1.2* To the extent provisions of applicable law, the Declaration, or the By-Laws conflict with the Rules and Regulations, the provisions of applicable law will apply first, followed by the Declarations, the By-Laws, and the Rules and Regulations, in that order
- 1.3* Exceptions to the Rules and Regulations may only be made in writing and must be approved by the Board of Directors.

## **2 Board Operation**

### **2.1 Board Meetings**

**2.1.1** As per the By-Laws of the Remington Trails II Townhome Association, the Board shall meet at least four (4) times per year, on the first Monday of February, May, August and November, except that the Board may change the date of any of these meetings, if notice to residents is provided at least two weeks in advance.

**2.1.2** All residents are invited to attend the Board meetings and each meeting will include an Open Forum session wherein residents can address any concerns regarding the operation of the Association. The meetings may also include a closed Executive Session to allow the Board to discuss resident delinquencies and other sensitive issues.

**1.1.3** Board members may also meet, from time-to-time, in discussion sessions to work on budgetary or other matters, but any proposed actions will be put to a vote at an open Board meeting.

### **2.2 Board Decisions**

**2.2.1** Most issues will be decided by a simple majority of the Board members, but some decisions, due to their significance, will require either a super-majority (4 out of 5) or unanimous (5 out of 5) decision by the Board.

**2.1.2** A super-majority will be required to pass any annual budget, move funds from the Reserve Account, or vote for the removal of a pet based on removal provisions in the "Pets" section of these Rules and Regulations.

**2.2.3** A unanimous decision is required to adopt any change to these Rules and Regulations. (Note: Any changes must be published at least thirty (30) days prior to the vote and resident input must be solicited during the Open Forum section of a Board Meeting.) A unanimous decision is also required to commence any legal action against a Townhome Owner. (Note: This does NOT include advising local authorities of violations of municipal, or other governmental ordinances.)

## **3 Townhomes**

### **3.1 Flags**

**3.1.1** Each Townhome can display one current American flag or another flag, except that flags that are commercial or offensive may not be displayed.

**3.1.1** The flag support must only be placed on a Townhome's wood trim or on a deck railing. The support must be placed such that the flag will not obstruct the

Townhome's address. The flag support must not be placed higher than the Townhome's garage door opening.

- 3.1.3** It is the resident's responsibility to assure that the display of a flag conforms to any and all Round Lake ordinances.

## **3.2 *Ornamentation***

- 3.2.1** Holiday decorations must not be placed on a Townhome prior to 30 days before a holiday and should be removed by the third weekend following a holiday. It is prohibited for an Owner or Tenant, or any other person, to place holiday decorations on the roof of their Townhome. (See also roof prohibitions in the Activities section) A Townhome Owner or Tenant is prohibited from permanently attaching hooks or other devices to their Townhome or Deck to hang holiday ornaments. A Townhome Owner or Tenant must repair or replace any exterior surfaces damaged by holiday decorations. A Townhome Owner or Tenant must remove any and all holiday decorations deemed by the Board to be either offensive or excessive.

- 3.2.2** All lawn ornamentation, including banner and hanging pot poles (or shepherd's hooks) should be placed in the shrubbery areas, only. They should be placed in such a manner that does not damage the shrubbery or conflict with the landscaper's activities. A Townhome Owner or Tenant must remove any and all lawn ornamentation deemed by the Board to be either offensive or excessive.

- 3.2.3** Only solar, battery-powered, or low voltage (must also be UL approved for outside use) lighting can be used on decks, and the placement and deployment of the lighting must be approved by the Board prior to deployment. No charcoal grills or any open flames, except the supervised use of candles, must be used on the wooden decks. The supervised use of "Tiki", or fuel-burning, torches is allowed if those torches are securely affixed to the deck. The only equipment allowed to be left on Decks or Patios is outdoor furniture and gas grills. Barbeque grills must not be stored in front of a Townhome or in a Common Area.
- 3.2.4** No exterior ornamentation or foliage, not specifically mentioned elsewhere, may be attached to the Townhome, Garage, or any attachments to the structures.

### ***3.3 Window Coverings***

- 3.3.1** Temporary window coverings must be replaced by draperies, shades or blinds within 45 days from a Townhome Owner's closing, unless otherwise approved by the Board.
- 3.3.2** Standard residential window treatments (draperies, shades, or blinds), that are consistent with the exterior of the Townhome, must be used and maintained on all windows visible from the exterior of the Townhome.

### ***3.4 Exterior Alterations***

- 3.4.1** ALL Exterior Alterations must be approved, in writing, by the Board of Directors. ANY painting of any exterior portion, including a Deck, of a Townhome is prohibited. ALL Approved Exterior Alterations must be done by a qualified and insured professional installer.
- 3.4.2** The installation of a Satellite Dish must be done in accordance with Addendum A - Satellite Dish Installation Regulations.
- 3.4.3** The installation of Storm Doors must be done in accordance with Addendum B - Storm Door Installation Regulations.
- 3.4.4** It is the Townhome Owner's responsibility to adequately maintain their wooden deck, including periodic cleaning and weatherproofing. A Townhome Owner must repair or replace any deck, or portion, thereof, that has been damaged due to improper maintenance. A Townhome Owner can only stain a deck with a stain that is the same or a similar shade to the original deck. If a different shade or

paint is used on a deck, a Townhome Owner will be responsible for repairing the deck back into conformity.

### ***3.5 Unsightly and Unsafe Conditions***

**3.5.1** No laundry of any kind or similar articles shall be hung from the exterior of the Townhome.

**3.5.2** All Common Areas must be kept clear and free of all rubbish, debris and unsightly materials. Any residents who use outdoor furniture, toys, recreational equipment, bicycles, etc. on any of the Common Areas will remove them between the hours of 12:00 am. and 4:00 am., daily.

**3.5.3** Each Townhome Owner or Tenant will maintain their Lot in a clean and safe condition and remove all papers, debris, and refuse. Any items that would obstruct the work of the landscapers or cause damage to the Common Areas or landscaping are prohibited. All newspapers delivered to a Townhome must be picked up, daily.

## **4 Activities**

### ***4.1 Home Office and Commercial Activity***

**4.1.1** All Townhomes shall only be used as single-family residential dwellings. No commercial activity, industry, retail trade, or profession may be conducted within the Townhomes or in the garages.

**4.1.2** Residents may maintain a personal professional library, keep personal business records and accounts, and handle professional or business calls or correspondence from their Townhome.

**4.1.3** No commercial signage may be displayed anywhere on the Townhome. (See Unit Sales section for "For Sale" sign restrictions.)

**4.1.4** No resident will solicit public access for the purposes of conducting business. A resident may "host" a party, by invitation, for the purposes of introducing products or services.

### ***4.2 Garage Sales***

**4.2.1** Individual garage sales are allowed in the Remington Trails II development. Up to two individual garage sales by the homeowner may be held each year. All homeowners must comply with all Village of Round Lake garage sales rules.

### ***4.3 Prohibited Activities***

**4.3.1** Nothing shall be done in any Townhome, or in any Common Area which will increase the rate of insurance to the development without the prior written consent of the Board.

**4.3.2** No unlawful, noxious, or offensive activity shall be carried on in the development. No resident may act, either negligently or willfully, in any manner that is an annoyance or nuisance to other residents.

**4.4 *Garbage and Recycle Receptacles-*** Residents must not place their garbage and recycle receptacles at the end of driveway or auto court before 24 hours before the collection day. Receptacles must not block any driveway, sidewalk, or mailbox. Receptacles must be returned to the Townhome Garage by 24 hours after the collection day.

## **5 Vehicles**

### **5.1 *Prohibited Vehicles***

**5.1.1** No boat, camper, trailer, truck (, not to exceed 8,000 pounds), mini- bike, snowmobile, jet ski, or "commercial vehicle" may be permanently, or temporarily stored in a Common Area or on the driveway of a Townhome. A resident may keep one of these vehicles on their driveway for no longer than 48 hours to prepare the vehicle for (or from) storage. Such items may be stored in a Townhome garage.

**5.1.2** Commercial vehicle is defined as any vehicle primarily used for a commercial enterprise over 8000 pounds, or for marketing a commercial product or service and also includes all vehicles specifically designed for commercial livery. Commercial vehicles class B plate, with contents, cannot exceed 8000 pounds in weight. Commercial/non-commercial pickup trucks are allowed with Class D plate as long as their total contents weight does not exceed 8000 pounds.

### **5.2 *Abandoned and Non-Operating Vehicles***

**5.2.1** No motor vehicles in non-operating condition, or without current license plates shall be parked anywhere in the Development, except in a garage.

**5.2.2** Abandoned vehicles are not permitted anywhere in the Development. A vehicle shall be deemed abandoned if it has not been moved for seven (7) consecutive days, and:

> It is in a state of disrepair rendering it incapable of being driven in the present condition, or

> It does not have a current state license plate, or

>The action of the owner and the condition of the vehicle clearly indicate that the vehicle has been abandoned.



- 5.2.3** Once a vehicle has been deemed abandoned, a sticker will be placed on the vehicle to advise the owner that it must be removed. After forty-eight (48) hours, the abandoned vehicle will be removed by a towing company at the sole expense of the owner.

### ***5.3 Parking Restrictions***

- 5.3.1** Parking all night is prohibited on all streets between the hours of 2 AM and 6 AM, on any day, in accordance with the Village Ordinance (Round Lake Village Ordinance 10.16.090). Parking restrictions apply during snow removal days in accordance with Round Lake Village Ordinance 10.16.120.
- 5.3.2** No motor vehicles may be parked in a manner that interferes with roadways, fire lanes, entrances and exits from a driveway, or auto court, or blocks access to a mailbox.

## **6 Pets**

- 6.1** Only dogs, cats and other common household pets shall be allowed. (Round Lake Village Ordinance Chapter 5.20) Only two pets are permitted in a Townhome.
- 6.2** No household pet shall exceed 80 lbs. in weight. All pets in residence at the time of adoption of this regulation are "grandfathered in" and are not subject to this regulation. Any replacement pet must comply with this regulation.
- 6.3** Pet owners shall immediately remove any animal waste from the Common Areas or outside their residence. Failure to comply will result in a violation of the Association rules, and is also a violation of Round Lake Village Ordinances (Chapter 6.08.015).
- 6.4** Any pet causing or creating a nuisance or unreasonable disturbance, deemed dangerous, or causing or creating damage to the Common Areas, including landscaping, upon three (3) days written notice to the pet owners, must be removed from the Property. If an owner fails to comply with a removal request, the Board will arrange for the removal of the animal(s).
- 6.5** Residents are responsible for any damage caused by their pets or the pets of a guest in their Townhome.
- 6.6** All dogs walked in the Development must be controlled by a leash capable of controlling the animal and held by a person capable of controlling the animal. No pet is allowed to run unattended or uncontrolled. When owners are absent all pets must be kept inside a residence and must not be accessible to any person or other animal outside the Residences. Pets must not be left in a courtyard.

- 6.7 No pet shall be tethered to any part of a Townhome, Garage, or any structure outside the Townhome. No pet shall be tethered or placed in a cage or other structure in a Common Area.
- 6.8 All pet owners must be aware of the pet ordinances of Lake County and the Village of Round Lake. All pets must be inoculated as required by the law and registered with the Lake County Animal Warden.
- 6.9 All feeding of wild animals is prohibited, except small bird feeders.

## **7 Our Pond**

- 7.1 Our pond is for water drainage and aesthetic appearance, only. All water activities including, but not limited to, boating, swimming, fishing, sailing, ice skating, etc. are prohibited. Residents may petition the Board for limited fishing privileges. Children must be supervised at all times.
- 7.2 All dumping, of any kind, into or near the pond is strictly prohibited. Since the storm drains also run into the ponds and the ponds are connected, and dumping into the storm drains is also prohibited.

## **8 Violations, Fines, & Assessments**

### **8.1 Violations**

- 8.1.1 In the event of minor violations, Owners/Residents are encouraged to talk with the other Owner/Resident and amicably resolve the situation. In the event of serious or repeated violations, a written complaint must be filed with the Managing Agent by an owner, a resident, the Managing Agent, or a member of the Board of Directors.
- 8.1.2 The person charged with the complaint will receive a written notice. Any Owner who feels they have been wrongly or unjustly charged with a violation must proceed as follows:
- 8.1.2.1 Within three business days after receipt of such notice, an Owner or resident may demand a hearing before the Board of Directors or its' authorized committee.
- 8.1.2.2 A hearing will then be held before the Violation Committee, no later than fourteen days after the demand. The hearing will likely be held via conference call or in person, as specified by the Committee. At the hearing, the committee, shall hear and consider arguments, evidence, or statements regarding the alleged violation. The Committee will render a decision which will be taken and approved/rejected by the Board, at the next regular Board Meeting. The decision by the Board shall be final and binding.

- 8.1.2.3 Payment and charges made under this policy shall not become due until the Board has completed its recommendation.
- 8.1.2.4 Should no demand be filed, the allegations in the notice of violation shall be considered accurate.

## 8.2 *Fines*

- 8.2.1 If an Owner or Resident is found in violation, the Board will notify the violator in writing and a fine may be charged to the assessment account of the Owner of the Townhome in which the violator resides and collected with the monthly assessments. The fine will be in accord with the following schedule:
  - 8.2.1.1 A Warning Letter will be issued by the Managing Agent to the Townhome Owner. (NOTE: The Board reserves the right to waive the warning letter when the violation, in the sole discretion of the Board, is serious enough to warrant immediate legal action. This waiver requires a unanimous decision of the Board.) The Warning Letter will be sent by certified mail.
  - 8.2.1.2 The SECOND occurrence of a violation, within a year, will result in a fine of One Hundred Dollars (\$100). The Second, and every subsequent violation, will be notified by certified mail with return receipt.
  - 8.2.1.3 The THIRD occurrence of a violation, within a year, will result in a fine of One Hundred Fifty Dollars (\$150).
  - 8.2.1.4 All subsequent violations will EACH result in a fine of Two Hundred Dollars (\$200).
  - 8.2.1.5 Any on-going violations, as determined by the Board, will incur a fine of Fifty Dollars (\$50) for each day the violation exists until the violation ceases and the Association has been made aware of the compliance.
- 8.2.2 In the event of any violations of the Rules and Regulations, Declarations or by-laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner at the time they are incurred.
- 8.2.3 In the event any violation has resulted in damage to any property, or has resulted in any damage or any unauthorized condition on the property, the Owner will be given notice to correct the damage or architectural violation. If the damage or violation has not been corrected within twenty-one (21) days, after a finding of guilty has been made on the second violation, the Association may proceed to correct the violation, and the costs of such will be charged to the assessment account of the Owner.

## 8.3 *Assessments*

- 8.3.1** Assessments are due on, or before, the first day of each month, except that payments made by Direct Debit of the Owner's bank account are payable on, or before, the third day of each month.
- 8.3.2** A late fee of twenty-five dollars (\$25.00) will be levied for any assessment that is not received within 15 days of the due date.
- 8.3.3** After an assessment has been delinquent for more than 30 days, a letter will be sent, by certified mail with return receipt, to the Owner advising that the account is past due. If the account is not immediately paid in full, the Association may take legal action for collection.
- 8.3.4** In the event that the Owner is delinquent in their assessments or any other charges or payments required, the Board shall have the right to evict the Owner and take possession of the residence in the manner prescribed by the Illinois Forcible Entry and Detainer Act of the Illinois Code of Civil Procedure, as amended. (735 ILCS 5/9-101, et. Seq.).

## **9 Townhome Sales, Leasing and Rental**

### **9.1 Townhome Sales**

- 9.1.1** At least thirty (30) days prior to closing, a Townhome Owner must provide written notice, to the Managing Agent, of their intent to sell and the proposed date of closing. This notice must also include the name, address and phone number of the proposed new owner.
- 9.1.2** One "For Sale" sign may be displayed in a window in the front of a Townhome and one may be displayed in a window in the rear, side of a Townhome. All other "For Sale" signage is prohibited.
- 9.1.3** The Managing Agent will provide all necessary documentation including a letter indicating the status of the Owner's account and the Development's Declaration, By-Laws, and Rules and Regulations. The Owner must remit all charges associated with providing this documentation.
- 9.1.4** Any debris that remains after a moving procedure or delivery has been completed shall be removed and disposed of properly at the expense of the property owner within twenty-four (24) hours of the moving procedure. In the event that the property owner fails to remove the debris within the prescribed amount of time, then the Board shall have the right to dispose of the debris as they see fit. Any changes associated with the Board's action will be charged back to the property owner.

### **9.2 Leasing and Rentals**

- 9.2.1** At least fifteen (15) days prior to inception, a Townhome Owner must provide written notice, to the Managing Agent, of their intent to lease their Townhome and the proposed date of inception. This notice must also include the name, address and phone number of the proposed new tenant.
- 9.2.2** The lease must be in writing and shall be subject to all the provisions of the Development's Declaration, By-Laws, and Rules and Regulations. A rider, which can be obtained from the Managing Agent, must be signed and attached to the lease and returned to the Managing Agent. The Owner must provide a copy of the proposed lease, prior to inception, to the Managing Agent. Failure to do so will result in a fine and the Association will charge the Owner with any expense involved in securing documents.
- 9.2.3** An Owner may not lease less than the entire Townhome and a Townhome may not be leased or rented for transient or hotel purposes. A Townhome may not be leased for a term less 30 days.

## **10 Definitions**

Association:	Shall mean and refer to the Remington Trails II Townhome Association, an Illinois not for Profit Corporation, and its successors and assigns.
Board:	Shall mean and refer to the Board of Directors of the Association as constituted from time to time.
Building	Shall mean a group of attached Townhomes.
By-Laws:	Shall mean by the By-Laws of the Association, as amended from time to time.
Common Area	Shall mean all real property and improvements thereon to be owned and maintained by the Association for the common use and enjoyment for all Members of the Association.
Development	Shall mean the area known as Remington Trails II.
Owner:	Shall mean the person or persons whose estates or interests, individually or collectively, constitute fee simple absolute ownership of a Townhome Lot.
Member, or Membership	Shall mean every person or entity who holds Membership in the Association.
Single Family	Shall mean one or more persons, each related to the other, by blood, marriage, or adoption, or a group of not more than three (3) persons, not related, maintaining a common household.
Townhome	Shall mean each Single Family residential dwelling unit within a Building

## **REMINGTON TRAILS II TOWNHOME ASSOCIATION**

### **ADDENDUM A: RULES AND REGULATIONS REGARDING THE INSTALLATION OF SATELLITE DISHES**

In order to keep the aesthetic appearance of the Remington Trails II Townhome Association in a good and orderly manner, the Board has adopted the following Rules and Regulations:

1. Satellite dishes greater than one meter (39.37 inches) in diameter are prohibited.
2. Satellite dishes may only be installed on portions of property in which the owner has a direct or indirect ownership interest and is within the owner's exclusive use or control. IF the Townhome Owner can obtain adequate reception, a dish should be installed on the backside of the roof and within the 4 foot rule. The dish should be located 4 feet down from the ridge, 4 feet in from the side end, 4 feet away from any valley or saddle and 4 feet up from the fascia. The dish should NOT be visible from the front of the home standing at the center of the street.
3. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires. Wiring should enter the building at the site of installation and be run along the interior NOT the exterior of the building.
4. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
5. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish.
6. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property to its original condition upon removal of the dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
7. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs of litigation

and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish. Upon installation of the dish, the owner must execute the enclosed hold harmless agreement.

8. Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Article of Agreement for Warranty Deed, or tenant, of the existence of the rules and regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest. If the transferee is unwilling to assume the responsibilities set forth herein, and execute a new hold harmless agreement, the dish must be removed prior to conveyance and the area restored to it's original condition.

INDEMNIFICATION AGREEMENT

This Indemnification Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between The Remington Trails II Townhome Association ("Association") and \_\_\_\_\_ ("Owner").

In consideration of the mutual covenants set forth herein, Association grants Owner the right to install a satellite dish eighteen (18) inches or less in diameter on the designated limited common elements (patios or balconies) located in the Association provided Owner shall indemnify and hold harmless the Association, its directors, officers, agents and members from and against all claims, damages, losses, judgments, executions and expenses, including all costs of defense, and attorney's fees (hereafter "claims"), arising out of or resulting from the installation, maintenance, use or removal of this satellite dish, provided that any such claim is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of the use resulting therefrom and (b) caused in whole, or in part, by any negligent act or omission of the Owner or anyone for whose acts any of them may be responsible or liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

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

THE REMINGTON TRAILS II  
TOWNHOME ASSOCIATION

OWNER

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# REMINGTON TRAILS II TOWNHOME ASSOCIATION

## ADDENDUM B: STORM DOOR POLICY

Storm doors will be allowed only with the completion of the Additions and Alterations form, approval of it by the Board of Directors and meeting the following criteria.

### **STORM DOORS**

1. White in color only
2. Full glass only with a maximum 10" kickplate
3. Permanent installation

**UPON APPROVAL AND INSTALLATION, THE ADDITIONS BECOME THE  
RESPONSIBILITY OF THE HOMEOWNER.**

### **STATEMENT OF VIOLATION**

Non compliance with the approved policy.

### **METHOD OF DETECTION**

1. Observation by a Board Member or the managing agent.
2. Complaint in writing by any Homeowner or resident.