

**FOUNDERS PLACE HOMEOWNERS ASSOCIATION, AN ILLINOIS NOT FOR
PROFIT CORPORATION**

Rules and Regulations

Effective: January 1, 2008

Day to day town home / single family living requires that a specific and detailed body of Rules and Regulations / Policies and Procedures be established for the maintenance and conservation of the property.

It is expected that these Rules and Regulations (herein called the Rules) will clarify the privileges and responsibilities of the owners and residents. With this goal in mind, the Board of Directors of Founders Place Homeowners Association establishes the following Rules for the Founders Place Homeowners Association. The Board is empowered by the Association Declarations and By-Laws to establish these Rules.

These Rules and Regulations are subject to the terms of the Declaration & By-laws, as Amended, and to the extent that they conflict with any provisions of the Declaration & By-laws, as Amended, the latter shall control.

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1. Authority

Interpretations or judgments regarding these Rules shall exclusively be the responsibility of the Board of Directors of Founders Place whenever such judgment is not clearly the jurisdiction of local or State agencies.

The Board of Directors adopts these Rules in furtherance of the rights, duties and responsibilities of the Founders Place Homeowners Association as set forth within the Declaration of Town home Ownership.

2. Definitions

2.1 "Owners" shall mean and refer to all Owners (sometimes referred to as "Unit Owners") who are members of the Association.

2.2 "Member Assigns" shall mean and refer to all dependents, guests, visitors, invitees, pets or entities whose presence within the Founders Place development is caused, directly or indirectly, by a member

2.3 "Infraction" shall mean and refer to a specific activity, event or conduct which constitutes or causes a violation of the Founders Place Homeowners Association Declarations, By-laws and/or Rules and Regulations, as they may be amended from time to time.

2.4 "Common Areas" shall mean and refer to all common property adjacent to the Town homes or Single Family Homes, as defined in the Association Declaration.

2.5 "Managing Agent" shall mean an agent employed by the Association for the purpose of managing and operating the property in the name of and on behalf of the Association. In the event that the Board should terminate arrangements with the Managing Agent and assume self-management, all references to "Managing Agent" within these Rules shall be interpreted as the Association Board of Directors.

3. Architectural Control

- 3.1 The goal of architectural control is the preservation of property values and amenities along with the harmony of external design and location in relation to existing buildings
- 3.2 Any exterior replacement, alterations and additions must conform to original design and must be approved in advance and in writing through the Board of Directors as provided in the Declaration.
- 3.3 Storm doors for the front door and rear patio door must be full-light in design and approved by the Board. Non-conforming and non-approved existing storm doors prior to the adoption of these Rules shall be permitted until one of the following occurs: replacement of the door, sale of the unit or a state of disrepair noted by the Association requiring compulsory repair or replacement. At such time the owner is obligated to replace the door with one that strictly conforms to the Association specifications
- 3.4 Fences: The addition of either privacy or decorative fences to town homes is strictly prohibited, including additions to the front iron railing fences. Alterations to fences of single family homes must be approved in writing by the Board of Directors. Any requests for approval shall include the size and dimensions of the fence, the purpose of the fence and its location.
- 3.5 Exterior Decorations: The intent is to promote the harmony of external design and location in relation to surrounding buildings. Decorative statues, bird baths and decorative signs, with the approval of the Board, will be allowed at the rear of the units only. Wind chimes are permitted only if they do not disturb surrounding neighbors.
- 3.6 Wood decks and paver patios: Approval must be obtained from the Board of Directors prior to the construction. Knee walls will be allowed around patio if they are 24 inches high or less. Any damage to porches or patios caused by furniture must be repaired at the homeowner's expense.

3.7 Plantings: Homeowners are allowed to plant flowers of their choice within the area defined by the landscaping. No planting shall be allowed in the grass areas. Vegetable plantings (tomato plants, etc.) can only be planted in the rear of the unit in areas designated for plantings (bush, evergreen areas) and be limited to two plants total. Any bushes, trees or other landscape items added by the Homeowner must be approved by the Board and maintained by the homeowner. Fruit bearing trees of any kind are strictly prohibited due to rodent infestation. Prior to any planting by unit owners, JULIE (Joint Utilities Locating Information for Excavators) should be contacted to determine the presence of any underground cables. The homeowner shall be responsible for any damage incurred from homeowner plantings.

3.8 Garden hoses shall be stored on a hose reel or in the garage and not be visible from the street or neighbors.

3.9 Ramps: Design and construction of handicap ramps must be approved in writing by the Board of Directors prior to any construction. The cost of construction shall be the responsibility of the homeowner.

3.10 Prohibitions: the following are examples and may be altered from time to time:

- Awnings
- Bug Zappers
- Dog Runs
- Storage sheds, equipment, clotheslines
- Outside hot tubs or spas
- Alterations to unit facades
- Parking in alleys (temporarily allowed to load & unload)
- For Sale signs in common area (only allowed on inside of window)
- Parking in street after 2 inch snow fall (Village ordinance)
- Parking on sidewalks (Village ordinance)
- Motorized vehicles are not permitted on landscape including all common areas and retention ponds [e.g., snowmobiles, motorcycles, dirt bikes, ATV's, etc.]

3.11 Any homeowner in violation of the Architectural Rules will be given written notice of the existence of the violation and a deadline for correction. If no action is taken by the homeowner, they will be required to appear before the Board of Directors for a hearing. Failure to correct the violation will require the Association to take legal action.

4. Monthly Assessments and Special Assessments

4.1 All monthly assessments are due to the Managing Agent by the first (1) day of the month and must be received by the Managing Agent by the fifteenth (15) day of the month. Any assessment delinquent beyond the 15th day of the month is subject to a late charge of \$25.00 as set by the Board. If the monthly assessment remains delinquent for 60 days, the Managing Agent will turn over the delinquency to the Association Attorney for collection purposes with all fees and costs paid by the homeowner.

4.2 Special assessment collection dates may vary from the first of the month at the discretion of the Board but in keeping with the procedures established in the Declarations and By-laws. Payments are expected on the published date. If payment is not received by the fifteenth (15) day after the due date, a late charge, of \$25.00 as set by the Board, will be imposed. If the special assessment remains delinquent for 60 days, the Managing Agent will turn over the delinquency to the Association Attorney for collection purposes with all fees and costs paid by the homeowner.

4.3 All fees assessed to the Association as a result of checks returned to the Association as non-negotiable (i.e. Non Sufficient Funds, Account Closed, etc.) will be the responsibility of the issuer of the check. Additionally, the issuer will be subject to a late charge as stated in items 4.1 and 4.2 above. Issuer is responsible for all bank fees along with Management's processing fees.

5. Children and Guests

5.1 To the extent the law allows, unit owners and residents shall be financially responsible for the acts of their children and guests. Any property damage or defacement, whether it is buildings, private areas or common areas, will result in that unit owner(s) being financially responsible for the damage.

5.2 Unit owners shall not permit their children or guests to chalk write on common grounds or buildings.

5.3 Bicycle riding on grassy areas or landscaped common areas is not allowed.

6. Common Areas

6.1 Common areas are defined in the Covenants, Conditions, Restrictions and Easements Declaration of Founders Place, as Amended..

6.2 The common areas shall not be used in any fashion by members or member assigns such that actual or potential damage occurs or may occur.

6.3 No toys, skateboards, bikes, pick-up trucks, recreational vehicles or other recreational equipment shall be left on lots or in the common areas overnight without the approval of the Board of Directors. No trampolines, swing or playground sets, basket ball hoops or other sporting equipment (to include but not be limited to volleyball and badminton nets) shall be placed on common grounds / grass at any time. Other activities shall be conducted by Occupants and/or their guests, in a timely and courteous manner so as to ensure the safety and comfort of residents.

6.4 No tent or other such temporary structure shall be erected on the common area without the Board of Directors approval.

6.5 Birdbaths, bird feeders and small bird houses (placed only in bush areas), and BBQ grills and patio furniture placed only on approved paver patios will be allowed. Any other lawn article must be approved by the Board of Directors.

6.6 No throwing of seed or food in common areas for birds or animals is allowed. This regulation is to protect the development from unhealthy and damage-causing animals such as mice, pigeons, raccoons, coyotes, squirrels, deer, etc.

6.7 All holiday decorations and American flags must be displayed in good taste. No plastic figurines of any kind, nature or description are to be displayed on the exterior of any unit.

6.8 Holiday decorations cannot be installed earlier than forty five (45) days before the holiday and removed on or before forty five (45) days after the holiday or, if weather does not permit, as soon thereafter as is reasonably possible.

7. Pets

No animals, livestock or poultry of any kind shall be raised, bred or kept on any parcel or part thereof, or in any Unit erected thereon, except dogs, cats or other customary and usual household pets, limited to a total of two (2), may be kept for other than commercial purposes. Notwithstanding the foregoing, upon application made by an Occupant to the Board of Directors of the Association, exceptions may be made to the foregoing restrictions. Such exceptions may include, but shall not be limited to, certain instances where, for good cause, the Occupant is caring for a third or additional animal(s). Application shall be determined by a majority vote of the Board of Directors on a case by case basis. Further, the Board of Directors may act, *ex parte*, with respect to the terms, conditions and provisions of this paragraph. When taken outside, allowed household pets shall be kept either within the confines of an enclosed yard or maintained on a leash by a person at all times. The Occupant or person who owns or has custody of any allowed household pet shall be responsible for immediate removal of the excrement dropped by the pet. The household pet shall not be left unattended, with or without a leash, outside the confines of the unit.

8. Parking

- 8.1 All boats, trailers, recreational vehicles and commercially marked trucks / vehicles of residents or their guests are prohibited from the parking areas of Founders Place unless parked in the garage with the doors closed. All exceptions must be approved by the Board of Directors. (Refer to Declaration, Amendment Three, dated 5-20-03, Section 3.6
- 8.2 There shall be no parking in the alleys at any time except to load and unload articles or to wash vehicles.
- 8.3 At no time will an un-licensed vehicle or a vehicle being used for parts be allowed to park in any parking area in the development.
- 8.4 Vehicles shall not be parked on landscape and sidewalks or in such a way as to block the sidewalks, driveways or fire hydrants as covered by Village and State Laws.
- 8.5 Garage door must be kept closed at all times except when entering and exiting.

9. Landscaping

- 9.1 No in-ground planting or planting of flower containers is permitted in the common areas without Board approval, except in the mulch area of each unit.
- 9.2 Trimming of landscape in the common areas is not permitted except at the direction of the Board.
- 9.3 Plantings, such as ivy, are not permitted to grow onto building and/or fences.
- 9.4 Damaged sod and/or landscaping, whether by unit owner or pet, that requires replacing will be at the expense of the unit owner.
- 9.5 Unit owners are not to supervise the landscapers or lawn care workers. They have directives from the Board of Directors. Concerns should be brought to the attention of the Managing Agent.
- 9.6 If any damage is noticed during or after lawn maintenance or snow removal, please report this to the Managing Agent.
- 9.7 Grass areas shall remain clear of any personal items.

10. Trash

All garbage / recycle material shall be placed in containers and placed at curbside for town homes and alley for single family homes no earlier than 6:00PM on the evening before the date of collection (currently Monday). Garbage shall never be left outside in plastic bags overnight as animals may attack such bags.

11. Insurance

All Dwelling Unit Owners must submit a certificate of homeowner's insurance to the Board of Directors in care of the managing agent. The Association shall be named as an additional insured. A certificate of homeowner's insurance or copy of the Insurance Declaration page must be submitted to the Association within 10 days of securing the policy and no less frequently than annually.

12 Managing Agent

- 12.1 The Managing Agent is employed by the Association to assist in the Management of the property. The Board of Directors will transmit all directives through and assign responsibilities to the Managing Agent.
- 12.2 The Managing Agent will report to the Board and will respond only to directives from either the President of the Board or the Board itself.
- 12.3 Contractors and workers employed by the Association will report to the Managing Agent and respond only to directives from the Managing Agent of the Board.
- 12.4 The Managing Agent has the complete responsibility of managing, at the direction of the Board, the property in a business like manner for the common good of the unit owners and residents and maintaining all areas of the property in first class condition.
- 12.5 In the event of a complaint, a unit owner should first seek relief through the Managing Agent. If that does not satisfactorily resolve the issue, the unit owner may appeal to the Board of Directors.

13. Documentation Fee

Each unit owner, when selling their unit, is required to submit to the Buyer the Declaration, Amendments, By-Law and Rules & Regulations. If a new owner did not obtain these documents before closing a fee will be charged by the managing agent for duplication of the above documents and other miscellaneous administrative expense. Each new owner must obtain these documents prior to closing. All fees charged are non refundable.

14. Nuisance

- 14.1 No offensive activity shall be conducted in any unit or in the common areas which may be or become an annoyance or nuisance to the other owners. It is the responsibility of each owner to honor the rights of other residents. It is the responsibility of the Board to adopt such reasonable rules and regulations to protect the health, comfort and general welfare of the residents.
- 14.2 Should a nuisance be perceived, settlement of the dispute between individual residents is encouraged. However, should the residents be unable to resolve the issue, legal counsel should be sought.
- 14.3 If the nuisance is an issue of immediate importance regarding personal welfare and/or safety, the Police and/or Fire Department should be notified with subsequent notification to the Managing Agent.
- 14.4 Any homeowner in violation of the Nuisance Rules will result in notification of the violation to the owner and the owner may be assessed a fine and may be required to appear before the Board of Directors for a hearing, subject to the procedures outlined in Section

15 Complaints and Suggestions

- 15.1 Complaint Recorded – Anytime a violation of either these Rules and Regulations or the Declaration is observed or recorded, a complaint should be filed with the Association. This complaint will include, at the minimum the following:
 1. name, address and phone number of the witnessing party or group;
 2. owners name and address of the Unit against the complaint is being filed;
 3. the specific details or description of the violation, including date, time and location where the violation occurred;
 4. a statement by the complaining party or group that they will cooperate in any enforcement procedure, if necessary;
 5. the signature and address of the complaining party and the date on which the complaint is made.

Notification of Violation- Once a complaint is received by the Association, a Notice of violation shall be sent to the Owner or Resident. It will outline steps to either;

1. Correct the violation within 7 days of the Notice of Violation to avoid a fine;
2. Appeal the violation by requesting a hearing as described under request for hearing.

In the event that the alleged violation is not the first violation by the Unit Owner or Resident, or in the event that the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association attorney for appropriate action. All legal expenses and costs incurred by the Association in enforcing the provisions set forth in the Declaration, Bylaws or these Rules and Regulations will be assessed to the offending Owner or Resident.

16 Fine Procedure

16.1 Any member who shall be found in violation of the Declaration, By-laws and Rules & Regulations shall receive a warning for the first violation.

16.2 Persons allegedly violating the Declarations, By- Laws or these Rules have the right to a hearing and further, the right to appeal any decision made at that hearing.

16.3 An alleged violator will be given written notice stating the particular infraction, the nature of the possible pending fine and the date, time and place of the hearing which will be conducted by the Board of Directors. Hearings will be conducted at the next regularly scheduled Board of Directors meeting. An alleged violator will have the right to speak at this hearing in his/her own behalf.

16.4 At any such hearing, the Board 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 a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. The decision of the Board shall be made by majority vote and shall be final and binding on the unit owner and the Association.

16.5 The Board will determine the amount of all fines, subject to such limitations as may be imposed by these Rules. Fines shall not be less than \$25.00 or more than \$500 per violation. Fines are in addition to the cost for repairs of damages, if incurred.

16.6 Payment of fines, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board has completed its determination and notified the unit owner.

17. Repairs

17.1 Repairs to private property or common areas which are the responsibility of the Association, must be reported to the Managing Agent within seven (7) days of its discovery. Access to the unit and/or garage by a representative of the Association to assess the damage must be arranged during regular working hours within forty-eight (48) hours from the date of notice. Access to the unit by a representative of the Association hired to repair the damage must be arranged during regular working hours within three (3) weeks after assessment of the damage has been completed. The only exception to this repair deadline is the determination of a water leak which prevents work from being completed. In this case, the three (3) week repair completion time goes into effect following repair of the water leak to prevent further damage. Failure to provide access to the unit for Association responsible repairs within the time frame outlined above will be considered a refusal of services by the unit owner; the responsibility for correction and payment of said repairs will then fall upon the unit owner.

17.2 Unit owners are not to supervise any contractor or worker while they are working at the unit. The Board of Directors has hired these contractors/workers with specific guidelines, whether under quoted contract or on a time and material basis. Interference with their job performance will only delay the services rendered and drive up the costs for delayed completion. Only the Board can issue a change order or stop order to any work agreement issued for service. Questions and concerns should be directed to the Managing Agent.

17.3 Repairs should be reported to the Managing Agent during regular working hours unless an emergency.

18 Satellite Dishes

Any unit owner desiring to install a satellite dish must notify the Managing Agent to ensure proper location and installation requirements. Satellite dishes shall not be visible from the street.

19 Sale of Units

- 19.1 The Managing Agent will obtain a copy of the real estate sales contract and then issue the appropriate paperwork. "Paid Assessment" letters will not be released prior to the closing until all information has been obtained. Unit owners are obligated to promptly provide to the Managing Agent a copy of the contract so as not to delay the closing. The Managing Agent charges for this letter, fee to be determined at time of closing.
- 19.2 All assessments, fines, late fees, penalties and charges must be paid in full by the seller prior to closing.
- 19.3 Violations of the governing documents including architectural control violations must be corrected.

20 Signs

No For Sale, Political or Advertising signs may be displayed on common area. They can only be displayed on the inside of windows of units.. Open house signs are allowed to be placed on common areas only during the time of open house and are limited to three signs..

21 Snow Removal

- 21.1 Do not use salt on concrete driveways or access walkways as it will cause pitting of concrete and kill plants. If snow and ice melting chemicals are necessary, use "Safe Salt" or similar product which will not harm concrete or plants. Calcium Chloride is the recommended product of choice.
- 21.2 If any damage is noticed during or after a snow removal operation, please report this to the Managing Agent as soon as possible.
- 21.3 Unit owners are not to supervise the snowplower's. Snow plowing times will vary depending on conditions and circumstances..

22 Utilities

Gas, Electric, Telephone and Cable Television lines are buried throughout the common areas and residential parcels.. Nothing is to be pounded or dug into the ground unless brought to the attention of the Managing Agent. In addition, the unit owner must call "J.U.L.I.E." for notification. (1-800-892-0123) Unit owners are responsible for all damage caused by violation of this Rule.

THESE RULES WERE APPROVED BY THE BOARD OF DIRECTORS AT A MEETING HELD ON NOVEMBER 15, 2007 AND WERE EFFECTIVE ON JANUARY 1, 2008