

VILLAS AT FISHER FARMS  
NEIGHBORHOOD ASSOCIATION

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**RULES AND REGULATIONS**

September, 2005

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## **1. GENERAL INFORMATION**

### **PURPOSE OF RULES AND REGULATIONS**

As stated in the Declaration: Villa's at Fisher Farms Association ("Association") is located in Geneva, Kane County, Illinois and desires to create thereon a duplex residential development for future owners of lots and residences to be created upon the Property.

The Board of Directors of the Association ("Board") desires to provide upon the Property, through its planning and layout, the harmonious development of a duplex community by the imposition of the covenants, conditions, restrictions and easements, as hereinafter set forth, for the benefit of the Property and the Owners, as hereinafter defined, thereof.

The Board, by the imposition of covenants, conditions, restrictions and easements and the reservation of certain powers unto itself, does intend to provide for the Property a plan for development which is intended to enhance and to protect the values of the Association's duplex residential community ("Fisher Farms")

The Board desires to protect the Owners of the Lots, as hereinafter defined, against such improper use of surrounding lots as may depreciate the value of their property.

Please understand the following:

1. All costs related to enforcement of rules and regulations, including attorney fees, are the responsibility of the unit owner.
2. Homeowners are not to instruct one of the Association's contractors (landscapers, painters, carpenters, etc) to perform a task for which the contractor has not been contracted. Requests for service are to be directed to the property management company.
3. All rules, regulations, restrictions and covenants in the Declaration and By-laws, are incorporated as part of these rules and regulations and are subject to the enforcement policies set forth herein.
4. The rules and regulations are binding upon all owners, residents, their families, guests and tenants. Exceptions to the Rules may be made only in writing, signed by the Board following a written request by the owner.

## GENERAL POLICIES

### UNIT OWNER OR ASSOCIATION RESPONSIBILITY CHECKLIST

|  | Association<br>Responsibility | Unit Owner<br>Responsibility |
|--|-------------------------------|------------------------------|
| Air Conditioning Unit  |                               | X                            |
| Original Patio & Porch,  | X                             |                              |
| Decks (must not exceed 15X25)*   |                               | X                            |
| Deck staining (must be approved color)                                       |                               | X                            |
| Driveway Repair & Maintenance  | X                             |                              |
| Dryer/Vents  |                               | X                            |
| Exterior Building Surfaces-siding  | X                             |                              |
| Exterior Doors, Frames, Jambs & Windows<br>And screens                       |                               | X                            |
| Stoops   | X                             |                              |
| Front walks (up to edge of stoop or building)                                |                               |                              |
| Repair & maintenance and replacement   | X                             |                              |
| Garage Door-panels and all mechanical<br>Devices                             |                               | X                            |
| Gutters & ^ Downspouts   | X                             |                              |
| Insurance-individual units-(See Dec's)                                       | X                             | X                            |
| Landscaping maintenance  | X                             |                              |
| Landscaping: Bushes, lawn, trees on<br>Homeowner's plat and perimeter        |                               | X                            |
| Landscaping: watering  |                               | X                            |
| Mailboxes  | X                             |                              |
| Painting-Exterior of building, including doors                               | X                             |                              |
| Party Wall- damage due to normal wear and<br>Tear, fire or casualty          |                               | X                            |
| Party Wall - damage due to a negligence or<br>Accidental damage due to owner |                               | X                            |
| Roof   | X                             |                              |
| Salt/ Ice Melt ( <u>Salt should never be used</u> )                          |                               |                              |
| Ice Melt/ Calcium Chloride<br>For driveway and sidewalk                      |                               | X                            |
| Sewer service from unit to nearest out-door                                  |                               |                              |
| Snow Removal (after 2 inches of accumulation)                                | X                             |                              |
| Clean-out  |                               | X                            |
| Approved homeowner installed landscape                                       |                               | X                            |
| Any approved change or improvement by<br>Homeowner                           |                               | X                            |

1. The cost to restore the party wall to its original condition shall be shared by the owners of the units contiguous to the party.
2. The liability for the damage, including consequential damage, and cost to restore the property shall be solely borne by the owner responsible for the damage to the wall.

\* Board needs to approve all exterior modifications.

## DEFINITIONS

For Purpose of Definition, the following words and terms, when used in these Rules and Regulations (unless the context shall prohibit) shall have the following meanings.

- Adjacent Owners:** Shall mean with respect to any two lots, the owners of each of the two dwelling units which share a party wall.
- Association:** Shall mean and refer to the Villas at Fisher Farms Neighborhood 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.
- By-Laws:** Shall mean by the By-Laws of the Association, as amended from time to time
- City:** Shall mean the City of Geneva, Kane County, Illinois
- Common Expenses:** Shall mean the expenses of administration (including management and professional services), maintenance, operation, repair, replacement, and landscaping of the Dwelling Unit Exteriors: the cost of additions, alterations, or improvements to the Dwelling unit exteriors: the cost of insurance required or permitted to be obtained by the Board under Article VI of the Declarations, any expenses designated as Common Expenses lawfully incurred by the Association for the common benefit of all of the Owners.
- Dwelling Unit or Unit:** Shall mean a duplex residence located on a lot and intended for the shelter and housing of a single family, as hereinafter defined. Dwelling shall include any structure attached or adjacent to the dwelling utilized for storage of personal property, tools and equipment. Association intends that each lot which is made subject to this declaration as part of the premises shall be improved with a building consisting of a duplex residential unit which shares a wall with another residential unit located on an adjacent lot (a party wall). The party wall, as extended, will be constructed on the lot line between the adjacent lots. Each such lot shall be a dwelling unit hereunder.
- Dwelling Unit Exterior:** Shall mean the roof, foundation, steps, footings, crawl space, outer surfaces of exterior walls of the residence which is part of the dwelling unit, and all portions of the Dwelling unit which are not improved with such residence, including, without limitation, the driveways, walkways, patios, landscaped areas and fences.
- Lot:** Shall mean each part of the Property, the size and dimension of which shall be established by the legal description in the lot deed conveying such lot. A lot may also be established by an instrument in writing executed, acknowledged and recorded in accordance with the Declaration which designates a part of the property as a lot for the purposes of the Declaration.
- Owner:** Shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot, as hereinafter defined, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.
- Party Wall:** Shall mean a wall constructed on the property between two duplex units and lying partially within both Units used as a dividing wall between the two units and as an exterior wall for each such unit.
- 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 persons not all so related, maintaining a common household in a dwelling.

Structure: Shall mean any building or other improvement erected or constructed, the use of which requires more or less permanent location on or in the ground, or attached to something having a permanent location on or in the ground.

Subdivision Plat: Shall mean the Fisher Farms Neighborhood 2 plat of subdivision as recorded on January 26, 2000 as document no. 2000K006646 at the office of the Recorder of Deeds of Kane County, Illinois:

#### **BOARD MEETINGS/RECORDS**

- A. Board meetings are open to all unit owners. There is a portion of the meeting that is designated as the Executive Session and it is closed to the general members. Topics discussed are related to confidential information such as delinquent assessments and other violations. Executive Session will occur during the latter portion of the meeting.
- B. The Associations records and books may be inspected upon the prior written request of any unit owner, for any purpose, at any reasonable time. Any costs of such inspection will be paid by the homeowner.

#### **SECURITY**

- A. Homeowners are to contact the City of Geneva police Department to report immediately any observed suspicious activities.

#### **GARAGE DOORS**

- A. The Association requests that all residents have garage doors closed whenever possible. This will help with the overall appearance of our community and help with the issue of security. The open garage door gives more access to units for anyone of a suspicious nature in the community.

#### **DRIVEWAYS**

- A. Driveways are to be kept clear of all clutter (no furniture, sporting equipment including basket ball Hoops, maintenance equipment including hoses etc.) and not to be used as a storage area.

Only non-commercial, personal auto mobiles can be parked on driveways. All commercial auto-Mobiles, watercraft, campers, all types of motor homes, trailers, and any other recreational Vehicles are prohibited except in the closed garage. Personal vehicles with any signage are not allowed in the driveways or streets.

#### **PUBLIC STREETS**

Homeowner vehicles and those of guests are prohibited from parking vehicle of any kind on Public streets on a regular basis.

## 2. ASSESSMENTS

### ASSESSMENT COLLECTION POLICY

- A. Assessment fees are due on the first of every month. If payment of the monthly assessment is not received by the 15<sup>th</sup> day of the month, the unit will be charged a \$ 25.00 late fee and the Owner will be sent a statement notifying them of this charge.
- B. If an owner fails to pay the accumulated late fees or unpaid balance by 60 days, the Account will be assigned directly the Association's attorney for legal collection.
- C. At the time the owner's account will be charged an additional fee for administration processing time. These fees, late charges, administration fees, and legal fees, are in addition to any unpaid account balance.
- D. Your monthly assessment share is very important to your condominium association. Without it, day-to-day, operations would eventually fail, and put your investment at risk. Insurance and the upkeep operations are expenses that are vital to your community and must be paid.
- E. All protests must be submitted in writing to the property managing agent. Written protest must be submitted within 2 weeks of receiving first notice statement. Owner should attempt to attend the next scheduled Board Meeting to present their case if they believe the charge should be waived. This is a policy approved and directed by the Board of Directors. Only the Board of Directors, not the managing agent can waive the charges. If an owner is unable to attend the meeting, then a written request must indicate why the owner believes the charge should be waived. Only then after the Board of Directors vote, can the charge be waived.
- F. Only the board of Directors shall have the authority to waive fees and/or charges. **PLEASE** do not contact the management company. They are instructed by the Board of Directors not to discuss any collection issues via the phone.
- G. Upon seven (7) days written notice to the Board, and the payment of a fee, the unit owner may be given a statement of his account. The statement will include any unpaid assessments and any other charges due to the Association as of the date of the statement. The statement will be sent to the owner by the managing agent.



### 3. EMERGENCIES

- A. The Board may at its discretion and to protect the Common Areas, or any portion of the property, (especially in an emergency such as fire or damages caused by Acts of God such as a Tornado), cause maintenance or repair services to be performed with-in a dwelling unit or to the common expense. In the event of such an emergency, after Police and/or Fire Department (s) have contacted, unit owners shall contact Managing Agent.
- B. As provided in the Declaration, maintenance, repairs and replacement of Common expenses shall be furnished by the Board as part of the common expense. Each unit owner shall furnish and be responsible at his or her expense for all maintenance, repairs, and replacement with-in the dwelling unit.
- C. Unit owner shall provide the name of an emergency contact person, to the managing agent in the event a unit owner cannot be located. The emergency contact person's name, address, home phone number and business phone number. The emergency contact person can then contact unit owner to inform him or her of the emergency.

#### 4. GENERAL RULES

##### GARBAGE PICK-UP

- A. Garbage receptacles are to be placed at curbside **NO EARLIER** than 7:00 P.M. **ON EVENING BEFORE** garbage collection.

Empty receptacles are to be **REMOVED** from curbside back to dwelling unit **NO LATER THAN 7:00 P.M.** on day of garbage collection. Any resident, unable to comply with the above, please get Board Approval for any exception. If a resident is not able to home during garbage pick-up days, arrangements should be made with a neighbor to place and pick-up receptacle. Garbage receptacles must be maintained inside garage.

- B. Removal of large appliances or other house hold items (washing machines, hot water heaters, furniture, etc.) is the responsibility of the homeowner. The homeowner is to contact the waste hauler to arrange for pick-up. The item(s) are to be placed at the end of the driveway, **NO EARLIER THAN 12 HOURS** before pick-up.

##### GARAGE SALES

- A. Garage Sales by Unit Owners are not permitted. The Board at its discretion may approve a community garage sale once or twice a year.

##### SIGNS

- A. One sign that says "For Sale" may be placed inside the window of any dwelling unit as appropriate. Signs may not be posted on any common area of dwelling units or garage's exterior. For any exception to this, complete the Alterations & Additions Application for Board approval.
- B. One "Open House" sign can be displayed on the common ground in front of the building containing the dwelling unit that is for sale. The sign can be displayed one hour before and one hour after the open house and no earlier than 11:00 AM and no later than 6:00 PM.
- C. No other signage of any kind including security signs will be placed in, on or near the dwelling unit or on the property. A small security sticker may be placed on a window.
- D. No banners or bunting of any kind is allowed on the property or in or on the dwelling unit.

## 5. COMMON

### BUILDINGS: ADDITIONS, ALTERATIONS, IMPROVEMENTS

- A. Without the prior written consent of the Board, a unit owner shall not make any additions, alterations, or improvements (including, without limitation, installation of storm windows, storm doors, landscaping, plant life, or painting, staining or changes to the color of the exterior surfaces to any part of the Common Expenses which is visible from the outside of the dwelling unit including but not limited to decks (Size: must not exceed 15x25) All sealing and/or staining of decks or any other exterior structure must have Board approval. The stain color must be a Natural, clear color stain not opaque color.
- Or make any additions, alterations or improvements to his/her dwelling unit or to the Common Expense where such work alters the structure of the Dwelling unit.
  - The Board may (but shall not be required to) condition its consent upon the unit owner's agreement that the proposed change will be substantially similar in quality of construction and design to any existing similar addition (s) or improvements. It is the unit owner's sole responsibility for maintenance of such addition. Should the homeowner fail to maintain said property the association has the right to do so and charge back the homeowner for all administrative and maintenance costs.
- B. If an addition, alteration or improvement is done by the unit owner without the written consent of the Board, the Board may, in its discretion, take any of the following actions:
- Require the owner to remove the addition, alteration or improvement and restore the dwelling unit exterior to its original condition, all at the owner's expense:
  - If the owner refuses or fails to properly perform the work required, the Board may cause such work to be done and may charge the owner for the cost thereof as determined by the Board.
  - Ratify the action taken by the owner, and the Board may (but shall not be required to) condition such ratification upon the same conditions which it may impose upon the giving of its prior consent under this section.
- **Damage Caused by Owner:** If due to the act of or the neglect of an Owner, a guest, tenant or other authorized occupant or invitee of such owner, damage shall be caused to a part of the dwelling unit exterior and maintenance, repairs or replacement shall be required which would otherwise be a common expense, then such owner shall pay for such damage and such maintenance, repairs, and replacements, as may be determined by the Board, to the extent not covered by insurance, if any, carried by the Association.
- C. Any tasteful figurines or lawn ornaments may be installed at owners' discretion. If the Board for any reason feels the homeowner is beyond tasteful they will notify the homeowner of changes. Figurines or lawn ornaments should be no taller than three (3) feet.
- D. No hot tubs, saunas, spas or swimming pools are allowed on exteriors of the dwellings.

### SEASONAL DECORATIONS

- A. Holiday decorations are permitted for display 35 days before to 15 days after the date of the holiday.
- B. Any damage caused by the hanging of decorations, shall be repaired by the unit owner. Any repairs done by the Association are at the expense of the unit owner. Decorations that create a safety hazard are not permitted.

### PLANTINGS

- A. A dwelling unit owner may landscape his unit's planting area in such a way as to enhance and compliment the existing landscaping which can not be removed. The dwelling unit owner is responsible, at owner's expense, for planting, re-planting of flowers or other decorative landscaping installed by dwelling unit owner. Unit owner is responsible for removing dead plantings at the end of the growing season. Prior to planting, Board approval is required.
- If dwelling unit owner neglects plantings, the Board may return planting area to original condition at owner's expense.

- B. The dwelling unit owner will need Board approval to plant any trees in areas. There are certain types of trees not conducive to certain areas - any questionable types of trees can be researched for use in the Villas at Fisher Farms area.
- C. Climbing flowers, vines are not permitted in any exterior area, including garages.
- D. Any homegrown vegetation (tomatoes, strawberries, etc.) is to be done in self-contained potted containers and maintained on the patio or deck in the rear of dwelling.
- E. The watering of lawns and plantings areas is necessary in order to maintain the beauty The Villas at Fisher Farms. Homeowners are responsible in this endeavor. It can only enhance all of The Villas at Fisher Farms.
- F. Loss of lawns, bushes, trees, or other plant life due to lack of water or any cause shall be the responsibility of the homeowner to replace at his/her cost. Failure of homeowner to do so will cause the association to complete these repairs/replacements and charge back all costs to the homeowner.

#### **STRUCTURAL IMPAIRMENT**

- A. Nothing shall be done in, on, or to any part of the property which would impair the structural integrity of any building or structure located on the Property.

#### **FLAGS/FLAGPOLES**

- A. Free standing flags or flagpoles of any kind are not permitted on the Property.
- B. No flags other than the American Flag or the Military Flag may be displayed or flown on the Property. American Flags may be displayed or flown on the Villas at Fisher Farms property with written consent from the Board regarding the placement and manner of display.
- C. If a unit owner has obtained written permission, the American Flag must be taken down at sundown unless the unit owner has a light on the flag.

#### **PROSCRIBED ACTIVITIES**

Owners, residents, his/her Family or guest shall not commit any nuisance or disturbance to his/her neighbor either willfully or negligently by means of but limited to: loud conversation: playing of radio, television, recording devices or musical instruments at any time. Keep noise to a minimum during early morning hours and after 10:00 PM.

#### **NO UNSIGHTLY USES**

- A. No clothes, sheets, towels, blankets, laundry of any kind or other similar articles shall be hung on any part of the common expense areas. The property shall be free of rubbish or debris.
- B. Balconies, Porches, Patios, & Decks are to be kept neat and clean, free of clutter and not to be used as storage areas including but not limited to tools, cleaning supplies, gardening supplies, exercise equipment, bicycles, shoes, toys, clothing, laundry, blankets, pools, sandboxes, swings, & electric insect control, etc.
- C. The following items only are permitted on the porches and patios: Appropriate lawn furniture, appropriate flower pots, and a grill with one (1) propane tank.
- D. No Fire pits allowed except on patio area only. No charcoal grilling is prohibited on the wooden decks.
- E. Additional stacked chairs, garden hoses and other items can not be stored on the decks, under the decks, on balconies, porches, patios or on the driveway. They should be stored in the garage and will not be left in plain view. Garden hoses must be stored on appropriate reels or hose boxes and may not be attached to the dwelling unit if stored out doors.

F. **6. PETS**

- A. No more than 2 pets may be kept in a dwelling unit. Pets are defined as "domesticated" animals: dogs, cats, birds, etc. Any pet causing a disturbance may permanently be removed from a dwelling unit. The unit owner of the dwelling unit is responsible for any costs for damages incurred to the dwelling unit or the condominium property caused by the pet in the unit.
- B. **PET OWNER OR CARETAKER IS REQUIRED TO HAVE ALL THE NECESSARY EQUIPMENT TO IMMEDIATELY COLLECT AND PROPERLY DISPOSE OF ANY ANIMAL WASTE. ALL AREAS/ALL PROPERTY IS TO BE MAINTAINED BY THE PET OWNER OR CARETAKER OR REPLACED BACK TO ORIGINAL CONDITION.**
- C. All animals need to be under the owner or caretaker's control at all times. No pet shall be allowed to run loose, be tethered, or left out doors. Any person walking a pet on the common expense area must have pet securely on a leash at all times pursuant to the CITY OF GENEVA ORDINANCE.
- D. All pet owners must have pets relieve themselves on their respective property at all times. Fines will be levied for non-compliance. All damage to the homeowner's property from pets must be repaired immediately. The Villas at Fisher Farms has the right to complete repairs and bill back the homeowner for repair costs due to pet damage.

## 7. UNIT SALES AND LEASING

### LEASING, LESSEES, NON-RESIDENT UNIT OWNER

- A. Unit owner intending to lease a unit must give 60 days prior notice to Board of Directors and Managing Agent of intention to lease.
- B. Unit owner must not lease dwelling unit for less than 12 months.
- C. Unit owner must lease all space of dwelling unit to one party.
- D. Unit owner must provide a copy of signed lease PRIOR TO LESSEE MOVE IN to unit to Board of Directors. (See attached Rider)
  - Lease must have attached lessee information - new phone number, and business number.
- E. Unit owner is responsible for providing lessee (s) with copy of Association By-Laws, rules/regulations of Association prior to lessee moving in.
- F. Unit owner is responsible for providing Managing Agent with owner's new home address, city, state, home phone number and business phone number. Any expenses incurred by Association, in locating a non-resident unit owner who fails to provide a complete accurate current notice of whereabouts, shall be assessed to non-resident unit owner.
- G. Each year, at time of lease renewal, or in the event a new lease is initiated, the non-resident unit owner is responsible for updating non-resident unit owner's address, city state, home phone number, business phone number to Managing Agent.
- H. In the event of any violations of the By-Laws or Rules/Regulations of the Association by a lessee, the Board, will determine what action (s) are necessary against non-resident unit owner or lessee, as the case may be. The Board may take whatever action necessary to terminate a lease. The non-resident unit owner is responsible for any maintenance damages and or damages to dwelling unit.
- I. Upon adoption of this Rule/Regulation, unit owners will be required to provide copy of existing and future leases in effect to Managing Agent.
- J. The Unit Owner is responsible for the acts and conduct of his/her tenant. The Unit Owner is responsible for the upkeep of the Unit and any and all damage to the Property caused by his/her tenant.

## 8. VEHICLES

**PROHIBITED VEHICLES:** The following types of vehicles are not allowed to permanently park in any location in the Villas at Fisher Farms association, including driveways and parking spaces without prior permission of the Managing Agent: Trailers, boats, campers, ambulances, hearses, limousines, moving vans, and all commercial vehicles. Commercial vehicles such as those cited earlier, may be on the property for a short time when in the process of conducting business with a unit owner.

### **ABANDONED VEHICLES:**

- Abandoned vehicles will be reported to the City of Geneva Police Department who will follow-up on the vehicle.

### **REPAIRING OF VEHICLES:**

- Except for emergencies, vehicles may not be repaired on the property.

### **LEAKING VEHICLES:**

- Vehicles leaking oil, gasoline or other fluids that could cause damage to driveways or are a fire hazard are not allowed on any property areas.

### **LARGE DELIVERY VEHICLES:**

- Moving vans or other large delivery vehicles are not permitted on driveways, regardless of length of time.  
Dwelling unit owner is responsible for informing company and driver.

## 9. ANTENNAE/SATELLITE DISH

**ANTENNAE:** Masts are permitted in exclusive use areas only.

**SATELLITE DISH:** In order to keep the aesthetic appearance of the Villas at Fisher Farms Neighborhood Association in a good and orderly manner, the Board has adopted the following rules and regulations for satellite dish installation.

1. Any owner interest in installing a satellite dish one meter or less in diameter must notify the Board and obtain instructions for installation within seven (7) days from the date of installation. Satellite dishes greater than one (1) meter in diameter are prohibited.
2. Satellite dishes may only be installed on portions of the property within the owner's exclusive use or control. The Board is requiring satellite dishes to be installed on patios or balconies. Any deviations, including on the backside of the roof or plant beds, must be approved by the Board of Directors prior to the installation of the satellite dish.
3. To protect the health, safety and welfare, it is strongly recommended that Satellite Dishes be installed and removed by a licensed and insured contractor.
4. In order to protect the health, safety and welfare of the residents and their property, the Board reserves the right to inspect the installation and maintenance of the satellite dish. The cost of this inspection may be assessed back to the owner installing the dish.
5. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of the 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.
6. 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.
7. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
8. 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 attached hold harmless agreement.
9. Upon transference of the ownership or occupancy of the unit, the owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these 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.
10. All satellite dishes shall be constructed in strict compliance with these rules and regulations. Any deviation from these rules and regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by owner. The association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the owner has been notified to remove it, or advised to re-install the dish in conformance with the rules and regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.
11. The attached satellite dish agreement must be signed and returned with Alterations & Additions request.



## 10. ENFORCEMENT OF DECLARATION, BY-LAWS, AND RULES AND REGULATIONS

### VIOLATIONS/COMPLAINTS/HEARINGS

#### 1. Complaints

A. Any complaints that allege a violation has occurred, must be in writing, and submitted to the Managing Agent. The complaint should include:

- Name, address and phone number of complainant.
- Name, address and phone number of alleged violator.
- Specific details or description of violation include date, time, and location when alleged violation occurred.
- Statement by complaint and any witnesses that will participate in complaint and enforcement procedures.

The complaint is delivered to the alleged violator:

- By Hand or:
- Certified Mail requesting return receipt.

The delivery procedure will be completed twice as necessary if Complaint is to be delivered to unit owner and/or lessee.

#### 2. Hearing

A. Unit owner and/or lessee, within fourteen (14) days of the receipt of the complaint, may demand a hearing before the Board or its authorized committee.

At such hearing, a member of the Board shall present the grounds for complaint to unit owner and/or lessee. The unit owner and/or lessee shall have the opportunity to challenge such grounds and to present any evidence on his or her behalf to such reasonable rules of procedure as may be established by the Board or authorized committee which rules shall adhere to generally accepted standard of due process. The hearing shall be held within twenty-one (21) days after Board receives demand. The Hearing shall not include the complainant, and is conducted as follows:

- First: Statement from complainant
- Second: Statement from alleged violator and any witnesses on his or her behalf.

No action shall be taken by the Board until Hearing is held and Notice of Board (or authorized committee) Decision and the terms have been delivered to owner and/or lessee. The decision of the Board or authorized committee shall be rendered within three (3) days after Hearing and such decision shall be final and binding on all parties.

B. If unit owner and/or lessee does not demand a hearing before the Board or authorized committee within 14 days, a hearing shall be considered waived, the allegations on the complaint shall be deemed admitted by default and appropriate actions taken. The unit owner and/or lessee shall be notified by the Board or authorized committee within-in 5 days after the 14 days cited earlier has lapsed. The unit owner and/or lessee has to correct the violation under the terms stated in the notification by the Board or authorized committee.

**VIOLATIONS/COMPLAINTS/HEARINGS**

- C. If the violation has not been corrected with-in 15 days, the Board or authorized committee will send the unit owner and/or lessee a first notification of Failure to comply with the notification sent 15 days earlier.

The Board or authorized committee will then re-state the terms of the notification and set down completion terms- stating that the Board or authorized committee will take action in 15 days, and have the violation corrected for the unit owner and/or lessee at the cost to the unit owner.

**SUBSEQUENT VIOLATIONS AND FINES SHALL BE HANDLED AT THE DISCRETION OF THE BOARD**

**PENALTY FINES FOR VIOLATIONS**

|                   |          |
|-------------------|----------|
| First Violation:  | \$50.00  |
| Second Violation: | \$100.00 |
| Third Violation:  | \$200.00 |

Based on the circumstances of the specific violation, the Board reserves the right to issue a warning letter prior to issuing a first violation fine and all penalties and fines are up to the discretion of the Board.

**Villas at Fisher Farms  
Neighborhood Association**

**RIDER TO LEASE**

This rider is added to the attached lease in accordance with the Rules and Regulations of the Villas at Fisher Farms Neighborhood Association. By this rider, the undersigned parties acknowledge expressly that every lease and the parties so noted shall be subject in all respects to the provisions of the Declaration, By Laws and Rules and Regulations of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under this lease.

The Board of Directors of the Villas at Fisher Farms Neighborhood Association shall be a third party beneficiary of said lease, and shall be entitled to pursue all available legal and equitable remedies in the event of any such default. No rights of the Board of Directors shall be deemed to have been waived or abrogated by the reason of any previous failure to enforce the same.

Lessor \_\_\_\_\_ Lessee \_\_\_\_\_

Lessor \_\_\_\_\_ Lessee \_\_\_\_\_

Lessor \_\_\_\_\_ Lessee \_\_\_\_\_

Note: A signed original of said lease and this rider must be given to the Board of Directors and its Managing Agent for the Association files in accordance with the Rules and Regulations of the Association.

**SATELLITE DISH AGREEMENT**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_, by and between \_\_\_\_\_ (“Owner”) and the Villas at Fisher Farms Neighborhood Association, an Illinois not-for-profit corporation.

The following recitals of fact are a material part of this Agreement.

1. The owner resides at \_\_\_\_\_ Illinois, and is the owner of the property within the Association commonly known as Villas at Fisher Farms Neighborhood Association.
2. Section 207 of the Telecommunications Act of 1996 titled Restrictions on Over the Air Reception Devices (FCC Regulations”) prohibits the Board members from restricting an owner from placing a satellite dish that is one (1) meter or less in diameter on portions of the property in which the owner has a direct or indirect ownership interest and where the owner has exclusive use or control.
3. FCC Regulations do permit the Board the right to adopt rules governing the placement, screening, color, etc. of these dishes, provided these rules do not (a) substantially increase the cost of installation, maintenance or use of the dish; (b) unreasonably delay the installation of the dish and (c) precludes reception of an acceptable quality signal.
4. The owner desires to install a satellite dish on the property one (1) meter or less in diameter, and to comply with all other requirements of the Declaration and policies adopted by the Association’s Board of Directors.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it hereby is agreed as follows:

1. The owner agrees to submit to the Board of Directors a completed Alterations & Additions Application.
2. All satellite dishes shall be constructed in strict compliance with the approved rules and regulations. Any deviation from the approved rules and regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association without notice. All costs of removal and restoration shall be borne by owner. The association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the owner has been notified to remove it, or advised to re-install the dish in conformance with the rules and regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.
3. 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 attorney’s 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.
4. 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 this Agreement and the obligations set forth herein. All obligations herein shall pass to any successor in interest, or the satellite dish must be removed by the owner and the property must be restored to its original condition.
5. Time is of the essence of this Agreement.
6. This agreement shall be construed in accordance with the laws of the State of Illinois.

**IN WITNESS WHEREOF**, the parties have signed this document on the date set forth above

Villas at Fisher Farms Neighborhood Association

Owner(s)

By: \_\_\_\_\_  
Its President

\_\_\_\_\_

ATTEST: \_\_\_\_\_

\_\_\_\_\_