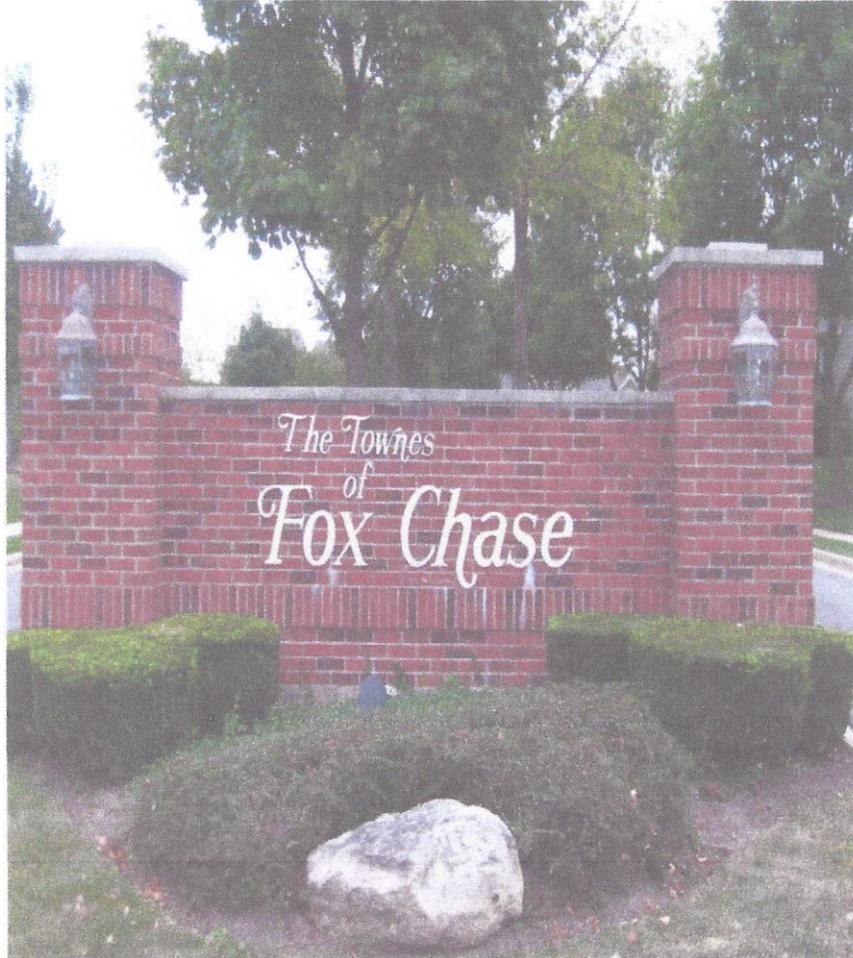


1.

Rules and Regulations for Townes of Fox Chase Homeowners Association

Revised December 2015



Property Managed by
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Rules and Regulations
Townes of Fox Chase
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1.1 INTRODUCTION

1.11 Preamble

The Townes of Fox Chase is a community of townhomes that includes common areas (the front entrance, four islands, and the easement to the pond) for the enjoyment and use of residents and their guests. It is desirable that neighbors who share common ground understand that rules are not intended as a restriction on any resident's rights but rather as a guarantee of an equitable and necessarily measured right, clearly limited by the rights of every other resident.

1.12 Purpose

The purpose of this booklet is to offer you, the homeowner, a practical plan for day-to-day living in the Homeowners Association. These *Rules and Regulations* have been established to support our residents' quality of life; to contribute to the value of our homes; to maintain or enhance aesthetics, safety, and resident interactions; and to promote the Townes of Fox Chase as a desirable place to live. You are urged to read and become familiar with the contents of this booklet, as you are responsible for compliance with the rules and regulations of our Association. These rules and regulations may be amended and/or expanded from time to time by action of the Townes of Fox Chase Board of Directors.

1.13 Declaration

The information in this booklet supplements the *Declaration of Party Wall Rights, Covenants, Conditions, Restrictions and Easements for the Townes of Fox Chase*, which you should have received when you purchased your townhome. The Declaration describes the nature of the Association and the rights and obligations of homeowners. If you do not have the Declaration, please contact Associa Chicagoland.

1.14 Changes in Property Ownership

It is the homeowner's responsibility to notify the Sales and Closing Department of the property management firm regarding a change in ownership in order to ensure a smooth transition and accurate billing.

1.2 MANAGEMENT

1.21 Associa Chicagoland Management

The daily operations of our community are contracted to Associa Chicagoland.

Contact information: Associa Chicagoland Management
50 E. Commerce Drive, Suite 110
Schaumburg, IL 60173
Phone: 847-490-3833 Fax: 847-490-9807
www.associachicagoland.com

Associa Chicagoland's customer care department will answer your questions, respond to requests and address concerns relative to the Townes of Fox Chase Association. Our property manager will forward any issues requiring policy decisions or approval to the Association Board of Directors.

Its all about Communication!

Your Community Website

If you have not registered to your Community website yet, now is the time. The Community website is a huge resource to all Homeowners. You will find Community announcements, photos and newsletters. Do you have a question on your Rules and Regulations? Not a problem you can access them on the website. Once you have registered, you will be able to access your account details.

To register:

- Go to www.associachicagoland.com
- Click on owner login (yellow button near the top right side)
- Enter *The Townes of Fox Chase* in the Owner Login
- Select your association in the drop down box, click go
- Click on create an account in the top right corner
- If you have questions, contact Customer Care at 847-882-8207.



2.1 LEASING OF UNITS

Rental or leasing of units is not allowed, and all units must be owner occupied. (See Amendment to Article IX of the Declaration, which has been added as Section 9.09.)

2.2 ASSESSMENTS

All homeowners are required to pay a monthly assessment to maintain their trees, lawns, and landscaped areas, as well as to maintain the common areas of our community.

Payments should be made on or before the first day of each month. Payment through automatic debit is encouraged as a cost-effective measure for the homeowners association (see forms section).

Alternatively, you may mail the appropriate coupon and your check (payable to the Townes of Fox Chase) to the address on the coupon.

A late charge of \$20 will be assessed to the account of any homeowner whose payment is not received in full by the 15th of the month due. If any owner fails or refuses to make payment of the common expenses when due, the amount will constitute a lien on the owner, as provided in the Declaration.

If an account is 60 days delinquent, the Association, by and through its managing agent, will send a demand letter, for which a fee, consistent with the Association's Declaration and its management contract, will be assessed to the delinquent owner's account. In the event payment in full is not made in response to that letter, the account may be turned over for collection to the Association's attorney for further collection action. In accordance with the Association's Declaration (see Third Amendment and Article VI, Section 6.06 of the Declaration), all resulting attorney's fees and costs will be assessed to the delinquent owner's account.

2.3 ELECTRONIC NOTIFICATION

Owners may opt into receiving electronic notifications by submitting the electronic notification approval form (see forms section).

2.4 MAINTENANCE

2.41 Association

The Association is responsible for maintaining the lawns and landscaped areas in a manner that enhances and protects the value and appearance of the property. The Association, through its Board of Directors, contracts with a landscape-maintenance firm to cultivate lawns and landscaped areas; apply weed control, fertilize, mow, and reseed lawns; trim and feed shrubs; spray, feed, and trim trees.;

The Association is responsible for removal of snow from sidewalks and driveways. The Association, through its Board of Directors, contracts with a snow-removal firm to clear snow within 24 hours of 2 inches accumulation. If the snow-removal contractor cannot remove the snow in a driveway because of a parked car, the homeowner assumes responsibility for removing the snow.

To report maintenance issues, please call Associa Chicagoland Customer Care at 847-882-8207. Online Customer Care is also available at helpmechicagoland@associa.us.

2.42 Homeowner

All homeowners are responsible for the upkeep of their home's exterior. Owners are obligated to maintain, at their own expense, in a state of good repair those areas on their lot that are not the maintenance responsibility of the Association, including front entry and masonry steps, gutters, downspouts, roof, siding, garage door, windows, driveway, mailbox, electrical fixtures, walkway, patio/deck, and any other visible feature. Please note that this is not all-inclusive; please refer to the Declaration for all responsibilities.

2.5 INSURANCE

2.51 Association

The Association is responsible for maintaining policies insuring the common areas of the community against public liability and vandalism.

2.52 Homeowner

Each owner is responsible for maintaining an insurance policy covering his or her townhouse unit (see Article VII, Section 7.02 of the Declaration for details). Upon request, each owner must submit a copy of the policy's declaration page or a certificate of insurance to the property management firm. The Homeowner's deductible amount must not exceed \$5,000.

2.6 PARKING

Violation of any of the rules in this section may result in removal of the violating vehicle by the Association at the vehicle owner's expense.

Residents are required to keep their vehicles in their garages or parked on their own driveways. Street parking is limited to guests only.

Residents are responsible for instructing guests not to park in a manner that would limit the passage of an emergency vehicle.

No vehicle is allowed to drive, stand, or park on any unpaved or grassy area at any time.

No vehicle shall be parked in a manner that blocks access to a mailbox or a sidewalk.

No vehicle shall be parked with any part of it protruding into the street.

Commercial and/or service vehicles are not allowed to park anywhere in the community, except during a delivery or service call to a resident. This includes taxis, commercial vans, trucks, or any vehicle having commercial advertising on its body.

No recreational vehicle, trailer, non-powered camper, or boat trailer combination may be parked anywhere in the community overnight, unless stored in a closed garage.

2.6 PARKING (continued)

Parking of a dumpster or a mobile storage pod is restricted to 7 consecutive days.

Except in an emergency, no automobile repair/maintenance work is allowed outside the homeowner's garage. Only washing and waxing of cars are allowed.

Garage doors should be kept closed at all times unless the owner is engaged in an activity that requires the garage door to be open.

2.7 ARCHITECTURAL AND LANDSCAPE CHANGES

Any change, modification, deletion, or addition to an owner's property, including its landscape or exterior, must be approved in writing by the Board of Directors, and homeowners must follow all provisions set forth.

Any change, modification, deletion, or addition made without the written consent of the Board of Directors will be considered a violation, and the Board may proceed with its available remedies, which includes having the offending improvement removed at the homeowner's expense.

Submission of an Architectural/Landscape Change Request Form (see forms section) and approval by the Board of Directors are required prior to the replacement of a roof.

The procedure for a roof replacement is as follows:

2. Roofing material to be used for the replacement must match existing roofing material as closely as possible.
3. If a continuous roofline exists across two adjoining units, both roofs must be replaced at the same time.
4. Unmatched roofs will not be allowed.
5. Any disputes involving roof replacement can be resolved as follows: The homeowner wishing to replace the roof must submit to the property management firm a written evaluation from a professional roofer stating that such replacement is necessary.

2.71 Landscape Changes

The procedure for landscape changes is as follows:

1. The homeowner must complete an Architectural/Landscape Change Request Form (see forms section) and attach drawings that indicate the proposed landscaping modifications, including length, width, and elevation of the changes; and placement and type of landscaping to be installed.
2. Homeowner must submit the form and drawings to the property management firm.
3. Within 30 days of receipt of the request, a member of the Architecture/Landscape Committee will contact the homeowner to schedule a meeting to discuss the change and view the area for which the change is requested.

2.72 Landscape Changes (continued)

4. After a decision has been made by the committee/board, the property manager will provide a written response to the homeowner, which will indicate approval or denial of the request.
5. The change must be completed within 30 days of the written approval, unless the homeowner requests an extension.

Planting of annuals and perennials does not require Board approval.

2.73 Exterior Architectural Changes

The procedure for exterior architectural changes is as follows:

1. The homeowner must complete an Architectural/Landscape Change Request Form (see forms section) and attach drawings from the licensed contractor who will complete the project. The drawings must include the length, width, and elevation of the changes.
2. The homeowner must submit the form and drawings to the property management firm.
3. The homeowner must provide a copy of the contractor's certificate of insurance, unless the improvement is not to be completed by a contractor.
4. Within 30 days of receipt of the request, a member of the Architecture/Landscape Committee will contact the homeowner to schedule a meeting to discuss and view the area for which a change is requested.
5. After a decision has been made by the committee/board, the property manager will provide a written response to the homeowner.
6. Upon association approval, the homeowner must obtain a St. Charles city permit and submit a copy to the property management firm before work begins.
7. The change must be completed within 60 days of issuance of the city permit, unless the homeowner requests an extension.

Construction of a hot tub, sauna, Jacuzzi, swimming pool, or the like, of any type or size, whether permanent or temporary, is not allowed anywhere in the community.

No visible fencing of any type is not allowed.

Sandboxes and playground equipment including but not limited to swing sets and basketball backboards, permanent or portable, are not permitted anywhere out of doors in the community.

Excluding covered grills for barbecuing, units such as outdoor fireplaces and open fire pits, whether permanent or portable, that use combustible materials (e.g., wood, paper, charcoal) are not permitted anywhere in the community for safety reasons.

2.8 PETS

Each unit is limited to owning two pets (e.g., one cat and one dog, or two dogs, or two cats).

Pets must be on a leash whenever they leave the owner's property.

Pets may be tethered on the owner's property for no more than 30 minutes. The tether area must be within the owner's property lines.

Pet owners must immediately remove droppings deposited by their pets anywhere in the community.

Pet owners will be charged for the cost of repairing turf that has been damaged by pets.

Invisible pet restraint systems can be installed on a homeowner's lot but only in the back yard and up to the front edge of the townhouse. Submission of an Architectural/Landscape Change Request Form (see forms section) and approval by the Board of Directors are required prior to installation of invisible fencing.

2.9 SIGNS AND ADVERTISEMENTS

A real estate "Open House" and "Garage Sale" sign can be placed only at the intersection of Fox Chase and Waverly Circle. Such a sign is allowed for no more than two consecutive days, and the sign must be removed at the end of each day by 4PM.

One professionally printed "For Sale" sign is allowed per unit.

No signs or advertising material such as banners, balloons, etc., shall be placed anywhere in the community. Seasonal decorations and Garage Sale Signs are an exception (see Section 2.10).

Special-event signs such as "Happy Birthday," birth announcement, etc., are allowed but must be removed within three days.

Garage sales should be limited to one per year per resident. They may be held Monday through Saturday on any two consecutive days.

One Political Sign is permitted in the front yard of a unit 30 days prior to the election and must be removed within 5 days after the election.

2.10 SEASONAL DECORATIONS

1. Seasonal Decorations (Thanksgiving - New Years) shall not be installed any earlier than one week before the Thanksgiving holiday and must be removed no later than one (1) month after New Year's Day.
2. All other holidays, decorations are allowed a week prior to the holiday and must be taken down within three days after the holiday.
3. Any damage caused by the hanging of decorations on trees or shrubs shall be repaired or replaced by the responsible Unit Owner.
4. NO decorations, which create a safety hazard, will be permitted

2.11 GARBAGE AND REFUSE

Garbage should not be put out prior to sunset on the day before pick-up. Empty containers must be removed from the curb no later than 7:00 p.m. on the day of collection.

Homeowners should mark their house numbers on their recycle bins.

Garbage must be contained in securely tied plastic bags or sealed containers. If garbage is spilled by weather, animals, or the homeowner's carelessness, the owner must clean it up immediately. Empty boxes should be positioned so they will not be blown about by the wind. Loose garbage or garbage in paper bags is strictly forbidden.

2.12 ANNOYANCES

No offensive or noxious activity may be carried out within the community--either willfully or negligently--that may be or become an annoyance or nuisance to residents, or that infringes on the rights of others. Noise or sounds must not be made of such volume or such a nature as to cause annoyance to residents.

All premises must be kept free of waste, rubbish, debris, and other unsightly materials. Personal property may not be stored or left lying on landscaped areas.

No clothes, bedding, rugs, or laundry of any kind or other articles may be hung outside anywhere in the community or draped on decks, patios, window sills, shrubs, or trees. Exterior clotheslines are not permitted.

Firewood cannot be stored outside of a unit, except on the deck or patio, and must not be stacked higher than the railing.

2.13 REPORTING RULE VIOLATIONS

Any violation of these rules should be reported by submitting a written Complaint Form (see forms section) to the property management firm.

The St. Charles Police Department should be called for immediate action regarding the violation of city ordinances such as excessive noise, trespassing, traffic violations, etc.

3.1 ENFORCEMENT

If and when a resident violates any of the rules and regulations of the community, the property manager will mail a letter of notice to the unit owner. It is the owner's responsibility to correct the situation. If fines are assessed, they will be assessed to the unit owner's account. Any fines are due and payable within 30 days from the date they are levied.

The procedure for rules violation is as follows:

- First infraction of a rule: A letter of notice is mailed to the unit owner (if applicable, by registered mail), and a copy of the letter is mailed to the Association president.
- Second infraction of a rule: If a second infraction of the same rule is reported any time after seven days from the date of the initial letter of notice, the property manager

3.1 ENFORCEMENT (CONTINUED)

will mail a second letter and charge the unit owner's account \$25. A copy of this letter will also be mailed to the Association president.

- The Board reserves the right to impose larger fines for more serious infractions, and the owners will be notified if a larger fine is pending.
- In addition to imposing a monetary fine, the Board may pursue all legal or equitable remedies available for enforcing any of the restrictions within the Association's Rules and Regulations, the Association's Declaration, or the Association's Bylaws.

Any resident who has been assessed with a fine has the right to appeal to the Board of Directors within 30 days of the date of the violation letter. An owner can request a hearing by calling the management company at 847-490-3833 or by requesting it in writing (see forms section) to the attention of the property management company. Within 90 days from the date the fine was assessed, the hearing will take place in a private executive session at the end of a public meeting. The decision reached by the Board at such a meeting will be final.

