

***WALKUP AT THE PARK HOMEOWNER'S
ASSOCIATION***

RULES AND REGULATIONS

AUGUST 2006

INTRODUCTION

The Walkup At The Park Homeowner's Association Rules and Regulations in conjunction with the Declaration form the foundation to maintain the quality of our property and the harmony between neighbors.

It is our responsibility as a member of this Community to insure high standards of maintenance and operation with respect to the property preserved by Declarant for the Common Area; to ensure the provision of services and facilities which shall benefit all residents of the community; and to generally maintain and promote the desired character of the Walkup At The Park.

It was once said by a developer "the happiest residents & the best resale values are the ones where the rules are maintained."

With that being said we hope that you will find these rules to assist you while residing in our community and an understanding to Association living.

The rules are to be the guideline in which our community is managed. The rules are not meant for one individual but for everyone.

We encourage residents to become involved in their community; allowing the community to grow and develop.

It is our goal to have the rules provide all residents with direction and answer questions, from satellite dishes to why we have assessments.

Thank you,

Walkup At The Park Board of Directors.

ASSESSMENT POLICY

(Assessment/Collection Policy Attached)

1. General: The services provided by the Association are funded by an annual assessment that is required to be paid by each member. Membership in the Association includes person or entity that owns a title interest of any lot, including contract sellers and any beneficiaries of trust holding legal title. This assessment is paid in two payments; first installment due by May 15th; second installment due September 15th. Any resident who has not paid their annual assessment by November 15th, including late fee will be turned over to the Association Attorney for collection.
2. Late Charges: A late charge will be assessed to an account if there is an unpaid balance after June 15th and October 15th. All payments must be postmarked by the said due date. The date on the check will not be accepted.
3. Return Check Charge: “If the bank for any reason returns any check written to the Association, all cost and/or NSF charges will be assessed to directly to the owners account. After the second returned check by the same Owner, all future payments are made in the form (cashier check or money order).”
4. Collections: The Association reserves the right to initiate collection preceding against any owner that is delinquent pursuant to Article 6 of the Declaration. All court, attorney fees and related cost associated with the collection process will be charged against the owner’s account. Any account that is more than 45 days late will be considered late and will be turned over for collection. Once the owner has been turned over for collection management nor Board is authorized to discuss their account. All payments will be made directly to the association attorney in the form of certified funds. All personal checks will be returned to any owner in collection.
5. Violations: Fines legally assessed for violations of the Declaration and By-Law or the Rules and Regulations are considered part of the owner’s assessment and must be paid in 30 days. Any fines that are not paid within this time frame shall be subject to the requirements as stated in #2 above.
6. Special Assessments: From time to time the Association may levy a special assessment.

ENFORCEMENT

1. Declaration Provisions: The Association, management agent or any owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter impose by the provisions of the Declaration, By-Laws and Rules and Regulations. Failure to enforce any Covenants, restrictions, By-Laws or rule contained therein shall in no event be deemed a waiver or the right to do so thereafter.

2. Fine System: A violation of any Covenant, Condition, restriction or Rule shall be subject to a fine not to exceed \$500.00 per violation. The following is the adopted fine schedule that will be applied to any offenses that are not specifically addressed in the rules and regulations.

1st Violation: _____ Warning letter and 7 days to correct.
2nd repeat and subsequent violation: _____ \$60.00 and 7 days to correct
3rd repeat and subsequent violation: _____ \$120.00 and 7 days to correct
4th repeat and subsequent violation: _____ \$150.00 and 7 days to correct.

The right to modify such fines, penalties and charges shall be at the discretion of the Board and not management. Any offense not corrected within the required timeframe will be considered an uncorrected offense and will be handled accordingly

3. Procedural Rules: If an owner violates or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws and Rules of The Association, the following shall occur:
 - a. All complaints that allege a violation has occurred must be in writing.
 - b. If the owner feels that the violation has been wrongfully or unjustly charged, a written protest must be filed with the Association requesting a hearing with the Board of Directors. The protest must be in writing and it must be received by the Association within fourteen (14) days after the date of a notice of violation was received.
 - c. Should no protest be filed within this time frame, the owner waives their right to a hearing with the Board of Directors and the allegation of the notice shall be considered true and takes as if confessed.
 - d. Should a protest be filed, a hearing on the matter shall be scheduled with the Board of Directors no later than eight (8) weeks after receipt of the written protest. Notice of the date, time and location of the hearing will be sent via certified mail return receipt requested and regular U.S. Mail. At

the hearing the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing the Board shall state its determination. The decision of the Board shall be final and binding on the owner.

- e. Payment of any fines assessed that are under protest shall not become due and owing until the Board has completed its determination. However, the Association during this time may pursue other legal or equitable remedies.
- f. Notices are deemed made/delivered when deposited in the United States Mail. Per the Association Declaration and By-Laws the Owner must file their correct mailing address with the Association and must notify the Association in writing of any subsequent changes of address. Consequently, proper notice is deemed when addressed to any Owner at the last addressed filed.
- g. Owners are responsible for violations and fines caused by their relatives and guest.

Any Board member who has a personal relationship (other than neighbors) with any person who has been notified of an alleged violation is expected to abstain from participating in a hearing. At no time is a Board member to discuss the violation with the owner prior to the hearing.

- 4. Payment of Fines: Any owner fined under this policy shall pay all charges within thirty days of the notification that such charges are due. Failure to make the payments within this time frame shall subject the owner to all of the legal or equitable remedies necessary for the collection of it.
- 5. Repeat Offenses: Upon further or continuing violations, the matter will be forwarded to the Association's Attorney for appropriate legal action.
- 6. Additional Action: The Board may also take any steps provided in the Declaration and By-Laws to enforce these Rules and Regulations.

ADMINISTRATIVE:

1. The Association: is a not-for-profit corporation consisting of 198 “single family” homes, located in Crystal Lake, IL. Single Family shall mean one or more persons, each related to the other by blood, marriage or adoption or a group of persons, not all so related, maintaining a common household in a Dwelling.
2. Board of Directors: The Board of Directors of the Association is comprised of five (5) directors who shall be elected by the Members of the Association at the Annual Election.
3. Board Meetings: The Board of Directors will meet at periodic intervals to discuss the current and future needs of the Association. Per the Not-For-Profit Act the Board will meet four (4) times per year. The location, date and time will be provided to the homeowners no less than 10 days prior to such meeting.
4. Annual Meeting: Each year, on the 4th day of April, if such day were a Sunday, or a legal holiday, the meeting shall be held at the same hour on the next succeeding business day. The Annual Meeting can only be called to order if a legal quorum is established.
5. Management: The Board of Directors pursuant to its provisions has the authorization to employ a manager for the operations of the property.
6. Members/Owners: Shall mean or refer to the record holder of the fee simple title to any lot. “Every person or entity who is the record Owner of a fee or an undivided interest in any lot shall, upon the vesting of such interest and without any further act, be a “Member” of the Association.
7. Assessments: Per Article 6. 02 (page 12) assessments and fees levied by the Association shall be used for the maintenance, repair and insurance of the Common Areas, including the cost of labor, equipment, services; any charges incurred in connection with storm and sanitary sewer facilities which originate from the Property.
8. Home Sales: Any homeowner who is selling their home shall provide Management and/or the Board of Directors a thirty-day notice prior to the closing date. A “Paid Assessment” letter is necessary including a copy of the sales contract to legally change the name of ownership on the Association records. Furthermore, it is the responsibility of the seller to provide the new owner with a copy of the Associations Rules & Regulations, Declaration and By-Laws.

ADVERTISING:

1. No advertising signs, billboards, objects or unsightly appearance or nuisance shall be erected, placed or permitted to remain on the property.
2. Political signs are permitted during election but must be removed immediately after elections are over.
3. One sign per Lot which bears the words "For Sale" or "For Rent". Any additional signs will be considered a violation and expected to be removed immediately.
4. Signs and billboards may be used during the sale of Lot or Dwelling, with written consent of the Board and must be in compliance with size regulation.
5. Signs must not measure more than three (3) square feet.
6. All signs must comply with all City, County, State and Federal ordinances and statutes. All signs that are found to not be in compliance will be removed.
7. Soliciting is not permitted on the property without prior written consent of the Board of Directors.
8. If a newsletter is published, advertisement may be allowed at rates to be set as the Board of Directors authorizes.

LOT APPEARANCE:

1. No structure, landscaping or other improvements shall be permitted unless it complies with the provisions of Article III, IV and X
2. All structures shall be of new construction.
3. No fence or similar enclosure shall be taller than 6 feet.
4. No fence of any height shall be constructed of metal (example: but not limited to chain link, wire mesh, chicken wire and any material similar)
5. There is to be no burning of refuse on any lot at any time.
6. The maintenance of unsightly plants or under-brush or plants breeding infectious disease or noxious insects shall not be permitted.
7. No hanging of laundry lines or similar article shall be visible to another lot.
8. Residents are responsible to maintain their mailboxes. Any mailbox that is rotting or appears to be damaged must be replaced. Please contact the Crystal Lake Post Office regarding any requirements on structure type.
9. No line or wires for communication or transmission of electric current or power shall be constructed place or permitted to maintained or be visible from any lot.
10. Satellite Dishes or devise may be erected on any Lot unless the dish or the device is erected in the backyard. The Board of Directors or the Architectural Control Committee prior to installation must approve Satellite Dishes. (Page 8)
11. No development, construction or removal of any improvement located on the Common Area shall be initiated without written consent of the Board of Directors of the Association and the City of Crystal Lake.
12. There shall be no trespassing in the wetlands or the natural prairie lands. Any resident found to extending their lots by assuming upkeep or ownership of these areas will be issued a warning letter and if the activity is not corrected, a fine shall be assessed. Dumping is also strictly prohibited and any incidents will be reported to the City of Crystal Lake and the Board will take appropriate action.

PERMENANT STRUCTURES;

1. All Lots must consist of one Dwelling
2. All decks, patios, playground equipment, storage facilities must be approved by the Board of Directors or the Architectural Control Committee. All sheds must be completed with landscaping.
3. Garages must be attached to the dwelling and capable of storing up to three (3) automobiles.
4. Per the Association Declaration temporary structures or facilities, which are necessary for construction, improvements are permissible; however, such structures must be removed promptly upon the completion of construction of the improvement.
5. No industry, business trade, occupation or profession of any kind, commercial or otherwise be conducted, maintained or permitted in any Dwelling or Structure on the Property.

Architectural Controls:

The purpose of the architectural controls provided is to secure an attractive, harmonious residential development, with continuing appeal. No building or other structure improvement or landscaping shall therefore be commenced, erected or maintained no shall any additions or alterations be made, including exterior changes until the plans have been approved by the board of Directors or the Architectural Committee. The following must be submitted before the application can be approved:

1. The nature, kind and shape of the improvement.
2. The dimensions of the improvement and the location of the improvement relative to the lot upon which it shall be erected, the affect that the improvement shall have upon the grading and landscaping plans.
3. The material from which the improvement shall be constructed
4. The color of the material; example- siding
5. Copy of the contract showing the contractor that will be performing the work, including a current certificate of insurance.
6. If the work is to be completed by the owner of the lot, it will be required that the homeowner sign a wavier releasing the Association from any liability.

7. Plat of survey.

Once the application has been approved by the Architectural Control Committee, it will be required that the homeowner obtain a permit from the City of Crystal Lake. A copy must be forwarded to the Board of Directors/Management. It will be required that a final inspection by the Architectural Control Committee and/or The City of Crystal Lake in order to close the file. Failure to communicate with the Board and Management (if done by the City of Crystal Lake) for a final inspection may result in a fine being assessed.

HOLIDAY DECORATIONS:

1. Holiday Decorations must be done in good taste and in harmony with the Community.
2. Holiday decorations are permitted to be displayed 30 days prior to the holiday but must be removed 45 days after the holiday. With the exception to extreme cases when the weather does not permit the safety of any resident/contractor removing them.
3. Any resident who fails to remove decorations per the rules and regulations will be notified in writing and will have 7 days to correct. Upon a follow up inspection any resident found to be in violation would be assessed a fine, per the Associations fine schedule.

GARBAGE COLLECTION:

1. Garbage cans are not to be stored in the driveway or permitted to be seen from the street. It is recommended that any resident who wishes to store on the side of their home, submit an Architectural Control Application to erect a screening on the side of the home that will block the view of the garbage can from the street. Any cans viewed from the street will be considered a violation and will be subject to a fine being assessed.
2. All trash shall be placed in a heavy duty plastic bags
3. Garbage shall not be put on the curb prior to 6:00P.M. The night before garage pickup on Thursday. All garbage cans must be removed from curb or driveway after garbage collection. In the event of holiday, please note garbage day is delayed by one day.
4. All recyclable should be secured in the bin to prevent blowing through the neighborhood.

5. Large pickups should be called in to the Associations Scavenger Service.

PARKING:

1. No Boats, Airplanes, trailers, house trailers or snowmobiles shall be stored permanently or temporarily on the property at anytime.
2. Management or a member of the Board must be notified of any intent to temporarily park any unauthorized vehicles.
3. It is requested that all residents advise neighbor of any additional parking that may take place on the street due to holiday events, parties, graduations, etc.
4. It is requested that all commercial vehicles are parked in the garage.
5. When moving in or out of the Community it is requested that all surrounding neighbors be advised of any parking of large vehicles that may interfere with traffic flow.
6. All owners and residents shall comply with all City and State Laws and all posted or marked traffic signals or symbols, as well as, all notices distributed by the Association via the newsletter or otherwise.

SALES AND LEASES:

1. All owners must notify management of their intent to sell. It will be required that a thirty day notice be provided. The seller will be required to provide the location of the sale, closing date, copy of the contract, new owners name and sale price.
2. The Association will provide the seller with a paid assessment letter, at owner's expense, which you will need to present to the title company to clear the exception to title concerning liens for the Association dues.
3. The Association/Management reserves the right to charge Owners a processing fee for all sales, leases and requests for refinancing.
4. All owners must notify management/Board of Directors with the intent to rent their homes. It will be required that a copy of the lease be provided and a "tenant Information Form" be filled out and returned to Management. Furthermore it will be required that the owner provide a new lease when there is either a change in tenant or when the existing lease terms and is renewed.

WALKUP AT THE PARK HOMEOWNERS ASSOCIATION

ALTERATIONS AND ADDITIONS APPLICATION

HOMEOWNER: _____ DATE: _____

ADDRESS: _____ PHONE: _____

DESCRIPTION OF IMPROVEMENT(S): (PLANS ATTACHED) _____

APPROXIMATE COST: _____ J.U.L.I.E. DIG #: _____

PLEASE BE SURE THIS ADDITION CONFORMS TO ANY REQUIREMENTS SET FORTH BY THE CITY, COUNTY, STATE, ETC...AND THAT ANY NECESSARY PERMITS HAVE BEEN OBTAINED PRIOR TO WORK COMMENCING. A COPY OF THE APPROVEMENT PERMIT MUST BE PROVIDED TO MANAGEMENT AND A CONFIRMATION OF THE FINAL INSPECTION.

A SKETCH OF ALL IMPROVEMENTS MUST BE ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSION RELATIVE TO EXISTING STRUCTURES.

HOW CAN YOU BE REACHED IF THERE ARE ANY QUESTIONS?

_____ A.M. _____ P.M. PHONE: _____

HOMEOWNER SIGNATURE

DATE

FOR INTERNAL USE ONLY

DATE RECEIVED: _____ BY: _____

DATE APPROVED: _____ BY: _____

REASON IF NOT APPROVED: _____

FINAL INSPECTION DONE BY: _____

DATE: _____

COPY TO HOMEOWNER (DATE): _____

ORIGINAL TO FILE (DATE): _____

File:walkup/welcomepacket

WALKUP AT THE PARK HOMEOWNER'S ASSOCIATION

ARCHITECTURAL REVIEW REQUIREMENTS.

The Walkup At The Park Declaration of Covenants, Conditions, Restrictions and Amendments require that you obtain prior written approval by the Board of Directors of the Walkup At The Park Homeowner's Association for any and all (i) additions or alterations to a building or other structures (including exterior color changes) and (ii) improvements to landscaping of the lot. Interior alterations do not require Board approval (although they may subject to the City of Crystal Lake requirements). You can review their website of crystallake.org. or to inquire by phone 815-459-2020.

Board approval must be obtained in writing prior to commencing any work. You may be required to remove any addition or return the property to its original condition if you need to but do not receive the necessary approval. If you have a question about whether Board approval is needed for work you are considering, please inquire before commencing any work or signing a contract with a vendor to begin work.

To request approval of proposed alterations and additions, please submit your request to your management company. The request must be complete information containing the following;

1. A completed Alterations and Addition Application (copy enclosed)
2. A description of the nature, kind, size and shape of the improvements/alterations, including the following, as applicable:
 - Dimensions
 - Materials
 - Color
 - Picture, plan or drawing of the improvement;
3. A copy of the Plat of Survey for the lot showing;
 - The specific location of the lot showing;
 - Any change to be made to the landscaping or grading. Any such change requires the prior approval of the Board and the City of Crystal Lake.

Please forward to required information at one time to your management company. Management will only forward complete information to the Board for review. Once submitted you will receive a response within 30 days.

Please note that in addition to the Board approval, the City of Crystal Lake has requirements for additions, alterations, improvements and/or landscaping that you need to comply with.

These requirements may include but are not limited to;

- Location of existing, underground utilities (call J.U.L.I.E at 1-800-892-0123)
- Approval of plans and specifications.
- Bonding/survey requirements
- Permit(s) issued
- Approval of any changes to the grading or landscaped lot.
- Worker's Compensation Insurance Certificate

Please contact the City of Crystal Lake Building Department at 815-459-2020 for additional questions.

**WALKUP AT THE PARK HOMEOWNERS ASSOCIATION
RESPONSIBILITY WAIVER FOR EXTERIOR VARIATIONS**

I hereby agree to obtain all necessary building permits and to comply with all applicable building codes and complete the change and/or improvement within thirty (30) days of approval.

I hereby agree to comply with all the Association Declaration, By-Laws and Rules and Regulations in respect to this Architectural Change and/or improvement

I hereby agree to indemnify and hold harmless the Association, its unit owners, members of the Board of Directors, employees and management from all losses, damage, liability, judgments, court costs, attorney's fees, interest or any other cost or penalties arising out of this change or improvement.

I hereby understand that I am responsible for the future upkeep and maintenance of this change and/or improvement.

I hereby agree to permit the Association access to my property for purposes of inspection of the change and/or improvement in order to ensure compliance with the Association Declarations, by-Laws and Rules and Regulations.

I hereby agree that failure to comply with any of the above requirements may result in revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of the facilities to a condition the existed immediately before approval. All necessary cost and expense associated with this restoration will be at my expense, including but not limited to construction cost and consequential expenses such as attorney's fees, court costs, permit fees, etc. Notwithstanding anything to the contrary, the Association, at it's discretion, shall have the right and power to enter my property and repair the change and/or improvement should it fall into a state of disrepair which is not corrected within fourteen (14) days of written notice to me. All cost connected with such repair shall be charged to my assessment account and be subject to the collection methods authorized by the Declaration, By-Laws, Rules and Regulations and the laws of the State of Illinois.

I hereby agree and understand that approval of my application shall be binding on all successors, devisee, heirs, assignees and transferees of my property. I further agree to inform them of the terms and conditions contained in this waiver.

Owner Signature/Date

Owner Signature/Date

Unit Address

Type of Change and/or Improvement

WALKUP AT THE PARK HOMEOWNERS ASSOCIATION ASSESSMENT BILLING & COLLECTION POLICY

POLICY: The annual assessments is billed out in two, semi-annual invoices and may be paid in full with the first semi-annual invoice, if desired. The late charge is \$25.00 for forty-five (45) days an assessment installment (partial or full) is past due.

4/1/ Assessment statements mailed for the first installment of the semi-annual assessment due 5/15/06.

5/15/ Assessment statement mailed to homeowners for which payment of assessment not received and postmarked by 5/15/06, including \$25.00 late charge.

Noted on statements:

YOUR ASSESSMENT HAS NOT BEEN RECEIVED. PLEASE REMIT YOUR PAYMENT, INCLUDING LATE CHARGE, BY JUNE 15th. TO AVOID POSSIBLE FUTURE PROPERTY LIEN, LEGAL FEES AND INTEREST BEING ASSESSED TO YOUR ACCOUNT.

9/1/ Assessment statements mailed for the second installment of the semi-annual assessment of \$115.00 due 10/15/06, as well as assessment statements mailed for which payment of first installment has not been received.

Noted on statements: YOUR SEMI-ANNUAL ASSESSMENT PAYMENT HAS NOT BEEN RECEIVED. PLEASE REMIT YOUR PAYMENT BY OCTOBER 15th TO AVOID A \$25.00 LATE CHARGE.

10/15/ Certified letters mailed to each homeowner for which payment of annual assessment has not been received. Cost of letter is re-billed to homeowner and \$25.00 late charge. Notice is served that the account is delinquent, that a property lien will be filed, and legal costs and interest assessed to the account if payment is not received by November 15th.

11/15/ List of delinquent accounts forwarded to attorney for lien filing. Attorney's fees are assessed directly to accounts and accounts begin to bear interest at the maximum rate allowed by Illinois law.