

Tanner Trails Homeowners Association

Rules and Regulations

TANNER TRAILS - RULES & REGULATIONS

The following are the Rules and Regulations of the Tanner Trails Home Owners Association in keeping with the Declaration of Covenants, Conditions and Restrictions of said Association and the General Not For Profit Corporation Act of 1986 of the State of Illinois as amended from time to time.

I. RULES REGARDING FINES FOR NON-PAYMENT OF ASSESSMENTS OF ANY NATURE

- A. All assessments and any special assessments or other lawful charges of the Association are due and payable monthly on the first (1st) day of each month for which they are assessed. Any payment of the foregoing which is received after the thirtieth (30th) day of each month shall be considered late. All payments received will be applied in such manner as determined by the Board.
- B. Any payment of less than the full amount of all assessments and other charges which are due in any given month or any payment which is made late shall cause the Owner to be subject to a Late Charge of ten and no/100 dollars (\$10.00) for that month which shall be added to and deemed a part of the Owner's Common Expenses. Any assessment and all other amounts and charges which are delinquent for fifteen (15) days or more shall give rise to a late charge.

II. RULES REGARDING FINES FOR VIOLATIONS OF THE DECLARATION, BY-LAWS, RULES AND REGULATIONS OR ANY AMENDMENTS THERETO

- A. In accordance with Article X, Remedies for Breach or Violation, any violation not corrected within fourteen (14) days following the date of the first written demand to cease and desist from the alleged violation will cause a fine of Twenty-five and no/100 dollars (\$25.00) to be added to and deemed a part of the next monthly assessment. If after thirty (30) days the violation is not cured, the fine will go to an additional Twenty-five and no/100 dollars (\$25.00) per day until the violation is corrected. Fines for violations will incur late fees in accordance with Article I. (B) above.

III. GENERAL RULES

- 1. All Lots shall be used only for Single Family Dwellings. Each Owner shall maintain his Lot and all Improvements located thereon in a clean, sightly and safe condition and shall at all times cause the prompt removal of all papers, debris and refuse therefrom and the removal of snow and ice from paved areas when and as required.
- 2. No noxious or offensive activity shall be carried on, in or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No plants or seed or other conditions, harboring or breeding

infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

3. No temporary building, trailer, mobile home, recreational vehicle, tent, shack or other similar Improvement shall, except as otherwise herein provided, be located upon the Lots.

4. No person shall accumulate on his Lot abandoned or junked vehicles, litter, refuse or other unsightly materials. Vacant Lots shall not be used for the purpose of raising crops thereon.

5. Trucks, boats, recreational vehicles or trailers shall at all times be parked in the garage of a dwelling located on a Lot. The repair or maintenance of any motorized vehicle shall not be permitted except within the confines of the garage of a dwelling.

6. There shall be no obstruction in the driveways or other portions of the Common Area nor shall ready access to a garage or entrance to a Lot be obstructed or impeded in any manner.

7. No animals, livestock or poultry of any kind shall be raised, bred, or kept upon any Lot, except that dogs and cats (not to exceed a total of four (4) such pets) or other common household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes.

8. The operation of a "ham" or other amateur radio stations or the erection of any communication antennae or similar devices (other than simple mast antennae located on the roof of a Dwelling) shall not be allowed unless completely screened from view from all streets and approved in writing in advance by the Developer prior to the Turnover Date or by the Board or the Architectural Control Committee (as hereinafter defined) thereafter.

9. All areas of the Lots designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot. No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that each drainage or detention area is for the benefit of the entire Property.

10. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed in the Common Area.

11. The covering of windows and other glass surfaces, whether by shades, draperies or other items visible from the exterior of any dwelling, shall be subject to the rules and regulations of the Board.

12. The restriction in Paragraph 3.1 shall not, however, be construed in such a manner as to prohibit an Owner from: a) maintaining his personal professional library therein; b) keeping his personal business records or accounts therein; or c) handling his personal or professional telephone calls or correspondence therefrom. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said paragraph.

13. There is also reserved to the Developer, its agents and prospective purchasers and lessees, the right of ingress and egress in and through the Common Area and to park in the outdoor parking areas incident to such sales or leasing purposes designated by Developer and, during construction by the Developer, the right of ingress and egress in and through the Common Area and Property in connection with such construction.

14. Nothing shall be altered in or removed from the Common Area except upon the written consent of the Board.

15. No advertising sign (except one "For Sale" sign of not more than five (5) square feet), billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on any Lot, except as provided in Section 4.9 hereof and except that during the two (2) week period prior to and during the one (1) week period subsequent to, a primary or general election, one (1) political sign may be maintained on an individual Lot.

16. The Declarant may maintain, while engaged in construction and sales activities, in or upon such portions of the Property as Declarant shall determine, such temporary facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units, signs, temporary fencing, monuments and sales and construction trailers, or other items as otherwise provided for in this Declaration.

17. All rubbish, trash, or garbage shall be kept so as not to be seen from neighboring Lots and streets; shall be regularly removed from the Property, and shall not be allowed to accumulate thereon; and shall be placed out for collection on the driveway of the Lot at no other location. Garbage shall be placed in appropriate covered containers and kept in the garage until the designated day of pick-up. Under no circumstance shall the container impede access to streets, alleys or driveways of other Owners.

18. Drying of clothes shall be confined to the interior of the Dwelling Units. No clothes, sheets, laundry, blankets or other articles of clothing shall be hung out in any portion of the Property.

19. An Owner of a Lot shall do no act nor allow any condition to exist which will adversely affect the other Lots or their Owners.

20. If Declarant shall install a mailbox on a Lot or for use by an Owner, the respective Owner shall be responsible for maintaining, in good condition and repair, such mailbox and to replace, if necessary, said mailbox with a mailbox of exactly the same height, material and styling as originally installed, or a mailbox as approved by the Architectural Control Committee, as such term is defined in this Declaration.

21. All vehicles owned or maintained by occupant of a Lot, other than temporary guests and visitors, shall be parked in garages to the extent that garage space available,

and garages shall not be used for storage or otherwise so that they become unavailable for parking cars herein. Overhead garage doors must be kept closed on a consistent basis. No part of any of the Lots or Common Area shall be used for storage use, including storage of recreational vehicles or overnight parking of mobile homes, trailers, trucks, vans, buses, commercial vehicles, snowmobiles or boats except within the confines of a garage and further excepting the temporary parking of such vehicles for no more than forty eight (48) hours. No repair or body work of any motorized vehicle shall be permitted except within the confines of the garage. The Association is expressly authorized to enforce the provisions of this Section by ticketing and fining any Owner who violates this Section, and towing offending vehicles, trailers, boats, trucks, vans, buses or snowmobiles. All fines imposed and all expenses incurred by the Association in enforcing this Section, shall become an obligation owed by the subject Owner to the Association, and shall be a lien created and enforced as set forth in this Declaration. The Association is specifically authorized to enter into a contract with any local municipality or unit of government, or with any private firm or entity, to provide services reasonably required to enforce the terms and provisions of this Section.

22. No lines or wires for communication or the transmission of electric current or power shall be constructed, placed or permitted to be placed anywhere in the Property other than within buildings or structures or attached to their walls, unless the same shall be contained in conduits or approved cables constructed, placed and maintained underground.

23. No above-ground swimming pools are permitted within the Property, except portable child's swimming pool not greater than six (6) feet in diameter may be maintained and situated within a Lot.

24. Basketball hoops may be installed with the approval of the Board of Directors or the Architectural Control Committee prior to placement. Basketball hoops shall be of a permanent nature, atop a pole at the side of the driveway and securely anchored. No basketball hoops shall be installed above the garage attached to the structure itself.

25. Children's playsets may be installed with the approval of the Board of Directors or the Architectural Control Committee prior to placement. Only wooden structure playsets, preferably cedar, shall be allowed. The physical placement of all playsets must conform to the requirements of the Village Ordinance. Approval of the Architectural Control Committee shall constitute approval of equipment only, not of actual placement on the property.

26. A short, temporary flagpole may be attached to the front porch for the purpose of flying the American flag. All flag poles must be approved by the Board of Directors or Architectural Control Committee prior to placement. The only flag permitted is the American Flag or such other flags as shall be approved by the Board.

27. **The following provisions are the fencing requirements of the Architectural Review Committee:**

(i) no fences shall be greater in height than forty-eight (48) inches and shall be constructed of quality wood or, if approved by the Board, vinyl fencing that simulates wood;

- (ii) chain-link or stockade fences are not allowed;
- (iii) fences in side yards must conform with the height and setbacks as described herein;
- (iv) on corner lots, side-yard fences cannot extend more than twelve feet (12') beyond the building setback line;
- (v) homesites where the rear of the yard backs to a lake, fences are required to be identical in design with the objective to have a uniform look for all yards abutting said area with the face or "good" side of the fence facing the open space;
- (vi) fences on homesites adjacent to, or backing to, a park or open space are required to be identical in design with the objective to have a uniform look for all yards abutting said area with the face or "good" side of the fence facing the open space;
- (vii) fences on homesites adjacent to or backing to Tanner Road are required to be identical in design and shall not encroach the established landscape easement along said street with the objective to have a uniform look for all yards abutting said area with the face or "good" side of the fence facing the open space;
- (viii) any fence placed on a public easement area is done so at the owner's own risk and expense;
- (ix) invisible electronic underground dog fences will be allowed if the dog(s) being fenced obeys the signal. If, at any time, the dog(s) comes out of the yard unleashed, the homeowner will be fined Twenty-Five and No/100 (\$25.00) and will be required to put up a standard fence;
- (x) all fences are subject to review and approval by the Architectural Review Committee and the Board;
- (xi) all fences are subject to all applicable zoning ordinances and governmental easements; and
- (xii) Architectural Review Committee ("ARC") approval of the placement of fences shall not be construed to conform to the Village of North Aurora or other regulatory bodies' approval. Separate approval shall be sought where necessary. Furthermore, ARC approval does not guarantee or supercede that proper drainage is maintained in accordance with the Declaration.

Right of Association to Enforce Declaration The Association reserves the right to enter upon any Lot to correct or eliminate nuisances or violations of any or all of the foregoing, and to correct any failure of the Owner to properly maintain those areas and items not the responsibility of the Association. The cost of such entry and work shall be assessed by the Association against the individual Owner and such assessments shall be due and payable in the month assessed. In the event payment of such special assessment is not made, such special assessments shall become a lien on the Lot, the personal obligation of the Owner and subject to all covenants for assessments contained in this Declaration.