

Augusta Village Homeowners Association

Rules & Regulations

Adopted Date: August 13, 2019

THESE RULES AND REGULATIONS WERE ADOPTED AND PLACED INTO EFFECT AT THE BOARD MEETING ON AUGUST 13, 2019. ALL WILL BE ASKED TO COMPLY IMMEDIATELY AND WILL BE NOTIFIED OF ANY VIOLATIONS.

Augusta Village Homeowners Association

RULES & REGULATIONS

Preface

These Rules & Regulations have been adopted with the intent of providing the residents of Augusta Village with a practical plan for day to day living. Its goal is to maintain our community as a first-class association and to provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of owners who exhibit a pride of home ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in Augusta Village Homeowners Association runs with the property. Each buyer of property within Augusta Village is bound by the governing documents of the Association which include the Declarations of Covenants, By-Laws, and Rules and Regulations. Homeowners who oppose a particular rule or regulation are asked to keep the following points in mind:

Living in an Association means one must adhere to certain Rules and Regulations, which exist for the benefit of our community and help to maintain our property values.

Requests for changes may be made in writing directly to the Board via the management company. The Board, on an annual basis, will consider all requests for changes in good faith.

Effective Rules and Regulations require the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official complaint can be filed directly with the management company. Each resident's cooperation and participation are encouraged.

RULES & REGULATIONS

Table of Contents

SECTION I	INTRODUCTION
SECTION II	DEFINITIONS
SECTION III	GENERAL RULES
SECTION IV	VIOLATIONS & FINE POLICY
SECTION V	ASSESSMENTS
SECTION VI	EXHIBITS
	A. NOTICE OF VIOLATION
	B. NOTICE OF DETERMINATION REGARDING VIOLATION
	C. REQUEST FOR A HEARING
	D. ADDITIONS AND ALTERATIONS REQUEST FORM
	E. POLITICAL SIGNS
	F. FENCING

RULES & REGULATIONS

SECTION I – INTRODUCTION

- The following Rules & Regulations flow from the Declaration of Covenants. It is not the intent of these Rules & Regulations to be a substitute for the Declaration and By-Laws.
- To the extent that the provisions of applicable law (federal, state, or local), the Declaration, By-Laws or the Rules & Regulations are in conflict, the provisions of applicable law shall first control followed by the provisions of the Declarations, the By-Laws, and the Rules & Regulations, in that order.
- These Rules & Regulations are binding on all Home Owners, Residents, their Families and Guests. The Home Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.
- The provisions of these Rules & Regulations can only be amended by vote of the Board of Directors in an open meeting following notice to the community of a pending change and allowing for a minimum 30 days for public comment.
- Architectural Review Plans for any modification to the exterior of any home must be submitted to the Architectural Review Committee via the management company for review and approval.

SECTION II – DEFINITIONS

See Declarations or By- Laws

SECTION III – GENERAL RULES

Homeowners are not allowed to put any building or structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuilding at any time on the Property as a residence either temporarily or permanently. This does not include camping tents, which may be set up for an overnight adventure or airing out in preparation for a camping trip.

No commercial activities of any kind are permitted on the Property. However, an Owner may operate a home-based business on his Lot, but only if (i) the existence is not apparent or detectable by sight, sound, or smell from outside the Owner's residence located on the Lot, (ii) the commercial activity is not prohibited by the municipality ordinances or regulations and is conducted in compliance with the municipality zoning ordinances, (iii) no Commercial Vehicle is stored or parked on the Lot, except within garages, with the garage door shut during periods of storage, and (iv) the commercial activity does not, in the Board's reasonable judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles being parked in the Property which is noticeably greater than that which is typical of residences within the Property in which no activity is being conducted.

Commercial Vehicles

Commercial Vehicles, Buses, Trucks with C equivalent plates or higher, Limousines, Taxis, Boats, Trailers, Recreational Vehicles, or vehicles with company lettering/logo on Lots are not allowed except for those which are stored within a garage with the garage door shut during periods of storage. Except for emergencies, no repair or body work to a vehicle shall be performed except within the confines of a garage. Article 8, Section 8.3, page 17.

Garages; Storage of Cars

The owner of any Lot shall keep the garage door of his residence shut at all times when not in use. No owner shall park or store vehicles, on driveways, within his Lot if there is capacity for storage of such vehicles in the garage on his Lot. No owner shall utilize the space within his garage for purposes which adversely affect or limit the storage of vehicles therein to meet the designed capacity of such garage. Article 8, Section 8.4, page 17. Definition of a stored vehicle is any vehicle that is tarped, by any material, that is on the driveway.

Street Parking

Parking on the street is not allowed between the hours of 2:00 AM & 6:00 AM as per the municipality ordinance. When parking on the street, cars must be parked along the curb. Cul de Sacs are not parking lots and should not block any entrance either to the Cul de Sac itself or to any other homeowner's driveway. The Homeowner's Association has no jurisdiction over public street. Please contact the Village of Bolingbrook Policy Department to report violators.

Animals

No animals, livestock, or poultry of any kind are allowed to be raised, bred, or kept on any Lot except for dogs, cats and other common animals kept as household pets, but not for breeding purposes. The owner of any pet must immediately remove any bodily waste deposited by his pet on any Lot, Common Area, parkways, cul-de-sac islands or dedicated streets. Article 8, Section 8.5, page 17.

Signs

No "For Sale" or "For Rent" signs shall be erected, placed, or permitted in the common areas. Any "For Sale" or "For Rent" signs located in the yard shall be limited to one and shall not be more than five (5) square feet. No advertising, billboard, industry, business, trade, occupation or profession signs of any kind are permitted under Article 8, Section 8.6, page 17.

Prohibition of Nuisances

No Lot shall be used in any way or for any purpose which may endanger the health or unreasonably disturb the residents of the property. The Association will follow all Village ordinances when addressing nuisance issues within the community. Article 8, Section 8.7, page 17

Unsightly Uses

There shall be no clothes, sheets, blankets, laundry of any kind or other articles hung out on any portion of the Dwelling Unit or Common Area. No Gazebos, "service sheds, storage sheds, doghouses or dog runs can be constructed or placed on any Lot within the Property. Article 8 Section 8.8, page 17. Gazebo, as defined by the Board, shall mean any structure which is a permanent, wooden structure that is partially or fully enclosed. Temporary or permanent structures such as pergolas and/or canopies with canvas or fabric roof shall be permitted. BOARD APPROVAL REQUIRED.

Abandoned Vehicles

There shall be no abandoned vehicles visible on any Lot within the Property or Common Area. All visible vehicles must be properly registered vehicles bearing current license plates and having current registrations.

Limitations on Fences

There is no partial fencing of yards and at least one working gate must be present. The property shall be subject to restrictions with respect to fences as set forth on Exhibit E attached hereto. Article 8, Section 8.9 page 17.

Prohibition of Above Ground Swimming Pool

No above ground swimming pool shall be installed on any Lot within the Property. Article 8, Section 8.10, page 17. However, temporary, small kiddie pools that do not require a filtering system will be allowed on or within the Property during the months of April through September.

Outdoor Hot Tubs/Jacuzzi

Installation of Outdoor hot tubs shall be subject to review and approval of the Appearance Control Committee to ensure that they are screened from view from public streets or neighboring Lots through installation of appropriate and sufficient fencing or landscaping. Article 8, Section 8.11, page 17. No above-ground swim lanes will be allowed.

Prohibition of Window Air Conditioners or Window Fans

No window air conditioners or window fans shall be placed in any home constructed on the Property. Article 8, Section 8.12, page 18. However, if a window air conditioner or fan is needed for a medical reason, it will be allowed upon written communication to the Board. Such communication must be submitted via e-mail to the Board from said medical professional's office or mailed to the management company's office on said medical professional's letterhead. Installation shall require an A&A form submit to the Board for prior authorization.

Trash Removal

All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Each Owner shall be responsible for trash removal from his Lot.

There shall be no trash piles and storage piles. All rubbish, trash and garbage shall be placed in trash cans with sealed lids that are stored within the garage or at the side of the residences and screened from view from public streets or neighboring Lots through installation of appropriate and sufficient fencing or landscaping. Article 8, Section 8.13, page 18. PLEASE NOTE: NO ELECTRONICS OF ANY KIND CAN BE PLACED OUT FOR GARBAGE REMOVAL WITHOUT CONTACTING THE REFUSE COMPANY FOR SPECIAL PICK-UP.

Restrictions on Changes or Improvements; Prohibition of Changes of Exterior Colors

No awning shall be constructed or added to any home.

Any other additions, changes or improvements to any home surfaces or any part thereof (including roofs, siding, doors, storm doors, windows or trim), the placement of any patios or decks on the Lot by the Owner will be allowed only with the approval of the Appearance Control Committee. The Committee shall have discretion to approve on any Plat of Subdivision. All improvements which require a permit from the Village will only be approved subject to the issuance of permit. Article 8, Section 8.14 (a), page 18.

If any changes to the exterior colors provided by Declarant during initial construction of any home is necessary, the Board shall have discretion to approve such change. If any re-painting or re-staining of any building or any part thereof on a Lot or the replacement of any building or any part thereof on a Lot is necessary, the Board shall have the discretion to approve such change. Owner shall submit a color sample and the manufacture of paint shall be submitted with the A&A request. Article 8, Section 8.14 (b), page 18.

Restrictions on Radio and TV Receiver Installations

Owners may install an antenna or dish one meter or less in diameter that is designed to receive: (1) direct broadcast satellite service; (2) direct-to-home satellite services, (3) video programming services via multipoint distribution services including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services; and/or (4) television broadcast signals. These antennas or dishes must be installed on the Owner's property in a place where the Owner has exclusive use and control and cannot be installed in a Common Area. Any deviation from this requires approval from the Board.

The Association strongly suggests that the dish or antenna be professionally installed. If the Owner uses a professional installer, the Owner must provide proof that the contractor is insured and licensed. Homeowners must get permission from the Board before installing a satellite dish or antenna. An application for permission to install a satellite dish or antenna shall be made to the Board not less than thirty (30) days prior to the planned installation. Such application must include a detailed description of the location of the proposed dish or antenna, the method of the proposed installation, and a description of how the wiring will be done. The homeowner must hide as much of the wiring as possible.

All satellite dishes shall be maintained in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board may result in the dismantling and removal of the dish or antenna 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 or antenna shall remain on the premises after the Owner has been notified to remove it, or advised to re-install the dish or antenna in conformance with the Rules and Regulations. The fine shall be set by the Board in accordance with approved guidelines for fines.

Any other antenna or satellite dish is prohibited from being installed on the exterior of the Dwelling Unit, on the Lot, or any grounds within the Association.

Leases of Homes

Any Owner may lease his Lot, but no lease may be for a period of less than ONE YEAR. All leases are subject to an administrative fee of \$250.00, due to the Association at the start of the lease. All leases must be made expressly subject to the terms of the Declarations. In the event any Owner leases his Lot, he shall at all times keep the Association advised in writing of the address of his own current residence and any changes thereto, and of the name(s) of this tenant(s). Article 8, Section 8.19, page 19.

Basketball Hoops

Basketball Hoops may be portable basketball standards or permanently installed pole standards that must be properly maintained, with no visible rust, and no missing or torn nets.

Portable standards are not to be located in the street or on sidewalks. All portable standards must not encroach on the neighbor's lot line or sidewalk. Portable standards should be properly weighted according to manufacturer's guidelines to prevent tip-over. The use of sand bags or other items piled on the base is not permitted. All portable standards must be kept 5 feet from any right of way which includes lot line. When stored, it must be kept laying down behind the front plane of the side of the house/garage in which it is stored. It must be stored as closed to the home as possible.

Mailboxes

Mailboxes must be kept in good, working condition at all times. Mailboxes that are in disrepair (including missing doors, rust accumulation, not secured to posted, etc.) must be repaired or replaced immediately. Any mailbox post that is leaning must be straightened or replaced immediately. The cost to repair or replace mailboxes and mailbox posts are the sole responsibility of the Owner(s).

Trampolines

The installation of any trampoline in the front or side yard of any Lot is prohibited.

Tree, Bush and Shrub Removal

Diseased and/or dead trees, bushes or shrubs should be removed or contracted to be removed within 30 days to promote the growth of other trees and for aesthetic and safety reasons. When trees are removed, the homeowner must remove the stump to below ground level and repair the landscaping with grass, sod or another planting.

Each Owner, his heirs, successors and assigns, hereby covenants and agrees at all times to maintain his Lot, and the residence constructed thereon, in a neat and proper condition and to perform all necessary repairs thereto. The Owner of each Lot shall be solely responsible for all repair and replacement of lawn, plants, shrubs and other landscaping, which were damaged or died due to the failure of the Owner to adequately water his Lot.

Raised Garden Beds

Raised Garden Beds are allowed as long as they are not on HOA common property. No vegetable gardens are allowed in the front yard of the Lot.

Rain Barrels

Rain Barrels must not be placed in the front yard and must be originally designed as a rain barrel. A screen must be placed securely at the top or a solid connection must be used in order to reduce the occurrence of breeding insects.

Common Area

Nothing may be permanently or temporarily set up, planted or constructed on HOA Common Areas without written approval by the Board of Directors. Any damage to the common area will be the sole responsibility of the individual(s) who damage(s) the area. The Association will repair the area and the expense to repair said area will be charged back to the Owner's account.

Holiday Lights and Decorations

Holiday lights and decorations may only be displayed from November 15 through February 28. The post-Holiday removal date may be extended at the sole discretion of the Board of Directors in response to weather conditions. Lights and decorations for holidays falling outside the above dates may be displayed from three weeks prior to the holiday to one week after.

Lot Maintenance and Appearance

All Dwelling Units and Lots shall be maintained in a presentable fashion. Driveways shall be kept in repair and shall be sealed every 3 years. All siding shall be cleaned and/or pressure washed of any moss build-up as it appears. Any other unsightly issues that may disrupt the common appearance of the Dwelling Units should be addressed immediately. Any issues with Lot Maintenance and Appearance should first be brought to the attention of the Lot Owner and attempt to be resolved with said Lot Owner. If no resolution can be had, Association members may alert the Board to any issues that cannot be resolved.

Flag Poles

Permanent flagpoles must be reviewed and approved in accordance with the Architectural Review Committee and Board of Directors.

Contractor Working Hours

Residents who employ contractors (not residents performing their own maintenance) should follow the Village of Bolingbrook regulations regarding days and hours of operation.

Vandalism

Any acts of vandalism to Common Areas should first be reported to the local Police Department and then to the Property Manager so that the necessary repairs may be completed.

NOTE: None of these rules are intended to supersede or prevail over the ordinances of general applicability of the municipality, and in the event of any conflict, the applicable ordinances of the municipality shall supersede and prevail over these rules. However, no ordinance of the municipality controlling or regulating any act that is expressly limited, controlled or prohibited by these rules shall operate to authorize or permit such act. Charges incurred to repair damages made by a Homeowner, tenant, family member and/or guest will be billed to the Homeowner.

SECTION IV – VIOLATIONS AND FINE POLICY

Resident Cooperation

Unless the Board is notified of rule infractions by Homeowners that witness them, or through the Property Manager the rules cannot be enforced. The Board does not serve as a police department or referee between disputing Homeowners. Each resident's cooperation and participation is encouraged.

Violation Notices

Violation Notices are issued by persons authorized by the Board to the party allegedly committing the violation or allowing his family members, tenants, guests, invitees or pets to commit a violation when one of the following occurs:

- a. The Association receives a complaint by mail, email or witness complaint form.
- b. A Board Member or the Property Manager issues a violation based on his or her own observations.

Hearings

If any Owner charged with a violation either believes that no violation has occurred or that he/she has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:

- a. Owner must send a written or email response to the Rules & Regulations Committee to the management company within twenty (20) days from the date on the notice, to either request a hearing or a written response as to why no violation has occurred. If neither is received the Board will assume Owner agrees with the complaint and any cost, expense, fine or Association's attorney's fee that may be assessed against Owner, which will be due within 30 days after notification of said amount unless a hearing is requested or the violation is protested by email or writing within twenty (20) days.
- b. If Owner protests BY EMAIL OR IN WRITING WITHIN TWENTY (20) DAYS, the Rules & Regulations Committee will review the complaint and Owner's response WITHIN THIRTY (30) DAYS in order to make a recommendation to the Board on the complaint. The Board will then make a final determination at the next Board meeting and will send Notice to Owner shortly thereafter.
- c. If a request for a hearing is filed, a hearing on the complaint shall be held before a Panel of Inquiry. The Panel of Inquiry will be comprised of active Rules & Regulations Committee members or person(s) appointed by the Board rotated on a scheduled basis and without a potential conflict of interest on a per case basis.
- d. The Panel of Inquiry shall not include any persons presenting evidence in the hearing. The hearing shall be conducted no later than prior to the executive session of the next regularly scheduled board meeting after delivery of the written request.

- e. At any such hearing, the Panel of Inquiry shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on his behalf. Following a hearing and due consideration, (no later than 20 days thereafter) the Panel of Inquiry shall issue its recommendation regarding the alleged violation to the Board of Directors. The recommendation of the Panel of Inquiry shall be made by majority vote. At the next Board meeting, the Board will make a final decision taking in to account the Panel of Inquiry's recommendation, and shortly thereafter send notice in writing to the Owner.
- f. Payment of any assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until Notification from the Board of Directors which will be sent first class mail.
- g. If no request for a hearing is filed within twenty (20) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and the Board shall impose the appropriate sanctions (fine). The Owner shall be notified in writing by the Association of any determination in the same manner as if the Panel of Inquiry had conducted a hearing, proffered a recommendation to the Board, and the Board had voted.

Fining Procedure

If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Association's governing documents, the following shall occur:

- a. If found to be guilty of a first violation of a given provision of the Association's governing documents, the Owner shall be notified of the finding by the Association that a first violation has occurred. The Owner shall also be assessed a fine.
- b. If found to be guilty of any violation, including a first violation, after a hearing (if one is requested), the notice of determination will require the Owner to correct any damage or any unauthorized condition on the property for which the Owner has been found responsible, and/or to pay any legal expenses and costs incurred by the Association as a result of the violation.

Any Owner assessed hereunder shall pay, or make payment arrangements, of any charges imposed within (30) thirty days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Owner's account, shall become a special assessment against the Home and shall be collectible as a common expense in the same manner as any regular or special assessment against the Home.

Timing

A. Written Notices are deemed served either:

1. By personal service at the time of delivery; or
2. By first class mail to the Owner at the address or to such other address as the Owner shall have previously filed with the management company within three (3) business days of being placed with the postal service; or
3. Email to the email address that was provided by owner and is on file.

B. Written Notices and Hearings shall be treated as follows:

1. Notice shall be sent for all violations. If a hearing is not requested by the Owner within twenty (20) days, the Owner shall have been deemed to have waived his right to a hearing, and the fine will be due and owing on the thirtieth (30th) day after the Notice has been issued.
2. If an Owner protests the violation within twenty (20) days of the Notice by email or in writing, the Panel of Inquiry shall issue a recommendation to the Board of Directors within 30 days thereafter. The Board will then make a final determination as to the violation at the executive session of the next regularly scheduled Board meeting and issue Notice to the Owner shortly thereafter. If the Owner is found to be responsible for the fine, the fine will be due thirty (30) days after said Notice is issued to Owner.
3. If an Owner protests the violation within twenty (20) days of the Notice and requests a hearing, the Panel of Inquiry shall hold a hearing no later than prior to the executive session of the next regularly scheduled Board meeting. The Panel of Inquiry shall issue its recommendation to the Board, and the Board will make its final determination at the executive session of the next regularly scheduled Board meeting and issue Notice to the Owner shortly thereafter. If the Owner is found to be responsible for the fine, the fine will be due thirty (30) days after said Notice is issued to Owner.

Penalties & Fines

A. Rules and Regulations Violations fines are as follows:

1. 1st violation (if correction is not arranged for or no hearing requested) - \$100 fine due on the 30th day after Notice has been sent to Owner.
2. 2nd violation –a \$150 fine will be imposed and due on the 30th day after Notice has been sent to Owner for any additional occurrence of the same violation after the 1st occurrence has been remedied. If any violation is not rectified, then section c. below will apply.
3. Fine of \$10 a day for a continuing nature will be imposed on the 31st day after a violation letter has been issued for a 2nd violation only if:
 - a. the occurrence has not been resolved and the Board has not been notified of a complete resolution; and

- b. the homeowner has not requested a hearing or disputed the violation in writing within twenty (20) days of the Notice, as stipulated in the "Hearings" section.

If upon inspection, after the homeowner has notified the Board of complete resolution, it is found that the homeowner has not resolved the occurrence, a \$10 a day fine will be imposed from the earliest date for which the violation could be applied.

- B. The Board is granted discretion to deviate, upwards or downwards from the fine schedule as it deems necessary depending on the circumstances of a particular violation. The remedies described herein are not exclusive.
- C. Architectural Guidelines Violations: Failure to submit a required modification request will incur a fine of \$100 per occurrence or modification.
- D. In the event of any violation of the Rules & Regulations, Architectural Guidelines, Declaration or By-Laws of the Association, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be assessed back to the account of the offending Owner.
- E. Any Owner found to be guilty of any violation or nonpayment of assessments or fees will have all rights within the association suspended. This includes, but is not limited to, social activities and election privileges.

SECTION V – ANNUAL ASSESSMENTS

An invoice will be mailed at the end of November for the preceding assessment year. **ALL ASSESSMENTS ARE DUE ON JANUARY 1.** If you have not received your invoice, please contact the management office. It is the homeowner's responsibility to pay the assessments on time regardless of receipt of the invoice.

Non-Payment - Any charge which is not paid to the Association when due shall be deemed delinquent. Any charge which is delinquent after the 15th day of January shall be assessed a \$75.00 late fee.

SECTION VI – EXHIBITS

I. EXHIBITS:

- A. NOTICE OF VIOLATION
- B. NOTICE OF DETERMINATION REGARDING VIOLATION
- C. REQUEST FOR A HEARING
- D. ADDITIONS AND ALTERATIONS REQUEST FORM
- E. FENCING

EXHIBIT A

Rules & Regulations Committee

c/o First Service Residential

P.O. Box 1213, Plainfield, IL 60540

Email: augustavillage.east@fsresidential.com

Phone: 847-659-8120

NOTICE OF VIOLATION

TO: _____ DATE: _____

RE: VIOLATION OF DECLARATIONS, BY-LAWS, RULES AND REGULATIONS

You are hereby notified as the Owner of _____
that you have been charged with violating the Association Declaration, By-Laws or Rules and
Regulations, by which the Association is governed. This violation was noted on or about
_____, 20____ and is described as follows:

VIOLATION: DOCUMENT NAME _____ ARTICLE _____

If you wish to protest this violation, you must send a written response to the Rules & Regulations Committee at the above address. If a written response is not received within twenty (20) days from the date of this notice, we will assume you agree with the complaint and any cost, expense, fine and Association's attorney's fee may be assessed against you, which will be due within 30 days after notification of said amount.

If you protest IN WRITING WITHIN 20 DAYS, the Rules & Regulations Committee will review the complaint and your response in order to make a determination on the complaint.

Sincerely,

AUGUSTA VILLAGE HOA

EXHIBIT B

NOTICE OF DETERMINATION REGARDING VIOLATION

To: _____ Date: _____

On _____, 20_____, you were notified of a violation of the Declarations or Rules and Regulations of the Association. Pursuant to the Association rules:

- ☐ A hearing was held at your request
- ☐ You have admitted to the violation by default and waived your right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following action(s) will be taken:
- ☐ You were found not guilty and no action will be taken.
- ☐ A violation of the Association's Declarations, By-laws or Rules and Regulations has occurred and a fine in the amount of \$_____ is now due. **A FINE FOR A CONTINUING VIOLATION WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS BEEN NOTIFIED.**
- ☐ Legal expenses have been incurred by the Association. You will receive a separate billing for the same.
- ☐ An architectural violation exists, as charged in the complaint, and you are ordered to have the violation corrected or repaired at your own expense.
- ☐ As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings may be instituted if further violations occur, and the expenses incurred will be assessed to you.

Signed,

AUGUSTA VILLAGE HOA

EXHIBIT C

REQUEST FOR A HEARING

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____ 20____, alleging a violation of the Declarations, or Rules and Regulations of AUGUSTA VILLAGE HOA .

Comments:

Signature _____

Owner's Name - Printed _____

Address _____

City State Zip _____

Telephone: _____

_____, 20____
Date

Mail to: AUGUSTA VILLAGE HOA
c/o First Service Residential P.O. Box 1213, Plainfield, IL 60540
Email: augustavillage.east@fsresidential.com
Phone: 847-659-8120

AUGUSTA VILLAGE HOA
ADDITIONS & ALTERATIONS APPLICATION (PLEASE ALLOW UP TO 30 DAYS FOR DECISION)
ALL ASSESSMENTS AND FINES MUST BE CURRENT

PLEASE PRINT OR TYPE

HOMEOWNER: _____ DATE: _____

ADDRESS: _____ PHONE: _____

Bolingbrook, IL 60490

EMAIL: _____

FENCE*: <i>*Height & Style of fence must be noted on this request.</i>	<i>Check One</i> ____ straight top shadowbox CEDAR ____ straight top dog ear picket CEDAR ____ black aluminum (conditional) ____ arched/scalloped top shadowbox CEDAR Height: _____ Description: _____ NO PRIVACY FENCES ARE ALLOWED PLEASE PROVIDE PICTURE OF FENCE DOES THE PROPERTY BACK UP TO OPEN AREA/FOREST PRESERVE NO _____ YES _____		
PORCH/DECK			
PATIO RETAINING WALL (>3')	<i>Specify material / dimensions and manufacture with a color sample.</i>		
SIDING/SHUTTER/GUTTERS DOWNSPOUTS (Specify Color)			
DRIVEWAY			
ROOF/HOUSE TRIM (Specify Color/Manufacturer and provide color sample)			
IN-GROUND POOL:	<i>Specify ALL hardscape material/design surrounding pool.</i>		
DIMENSIONS AND MATERIAL:			
MANUFACTURER SUPPLIER:			
OTHER:			
WORK TO BE PERFORMED:	BY SELF	_____	LICENSED PROFESSIONAL
DRAWING INCLUDED: _____	NOTE: PLAT OF SURVEY MUST BE INCLUDED, WITH DIMENSIONS NOTED, FOR ALL EXTERIOR ADDITIONS.		

This Application must be submitted and approved prior to obtaining a building permit from the Village of Bolingbrook. Drawings of improvements must be attached to this Application to show location and dimensions relative to existing structures on lot. Please be sure this alteration / addition conforms to any requirements set forth by the Village, County, and State. The Augusta Village Homeowners Association assumes no liability nor is responsible for the accuracy of the drawings and details submitted by the Homeowner to complete the specified work indicated above. It is the Homeowner's sole responsibility to provide the Village of Bolingbrook all necessary documentation (construction drawings, details, calculations, etc.) required to obtain permit. **Fences shall conform to the current Declaration restrictions. Assessments and Fines must be paid and current.** As of the Approval date of the Application, the Homeowner accepts full responsibility for the altered area and agrees to maintain it in a safe and presentable condition.

SIGNATURE: _____ DATE: _____

SEND COMPLETED FORM, ALONG WITH DRAWINGS/SURVEY TO: Augustavillage.east@fsresidential.com or

Mail to: P.O. Box 1213 Plainfield, IL 60544

EXHIBIT E – POLITICAL AND CONTRACTOR SIGNS

POLITICAL SIGNS

One sign per political candidate on property. Maximum size of any sign must not exceed 5 square feet. Political signs may be erected 30 days before an election and must be removed 24 hours after election. No Political Signs of any kind are allowed on Common Areas.

CONTRACTOR SIGNS

One sign per contractor. Maximum size of sign must not exceed 5 square feet. All signs must be removed one (1) day after completion of the project.

EXHIBIT F - FENCING

RESOLUTION TO AMEND THE RULES AND REGULATIONS BY FORMAL ACTION OF THE BOARD OF DIRECTORS OF THE AUGUSTA VILLAGE HOMEOWNERS' ASSOCIATION REGARDING FENCES

PREAMBLE

WHEREAS, the meeting of the Board of Directors of the August Village Homeowners' Association (the "Association") was duly called and held pursuant to the Illinois Common Interest Community Association Act and the Association's Declaration and By-Laws, and proper notice was duly served on the members of the Association, a quorum of the Board of Directors being present at the meeting as identified below, and the meeting being properly convened and proceeding with Association business including resolutions and amendments and specifically the amendment set forth herein; and

WHEREAS, the Association is administered by a duly elected Board of Directors ("Board") in accordance with a certain Declaration and By-Laws; and

WHEREAS, the Board is charged with the responsibility of maintaining and administering the Property and acting in the best interests of the members of the Association; and

WHEREAS, Exhibit D to the Association's Declaration describes certain restrictions on the design and specifications of fences that may be installed by Owners on the Property; and

WHEREAS, the Association's Rules and Regulations further describe the design and specification requirements of fences that may be installed by Owners; and

WHEREAS, the Board deems it to be in the best interest of the Association and desires to adopt a formal resolution through an amendment to the Rules and Regulations to amend the rules regarding the design and specification of fences installed by Owners to add two (2) additional styles of tops which are permitted on approved fences; and

NOW THEREFORE, in furtherance of the above stated determinations, objectives and goals, the Board, on behalf of the Association, adopts the Amendment to the Rules and Regulations which follows by amending Section VIII EXHIBITS, Exhibit A of the Rules and Regulations:

AMENDMENT TO RULES AND REGULATIONS

Section VIII EXHIBITS, Exhibit A shall be modified in part, as follows (amended language is reflected as underlined and italicized below):

"Section VIII EXHIBITS: Exhibit A 'Restrictions on Fences'

Type: Cedar

Thereupon, on motion duly made and seconded, the above determinations, objectives, goals, and resolutions were adopted and acknowledged this 21st day of May, 2018, at Belmont, Illinois, by the following roll call vote:

<u>Ayes</u>	<u>Nays</u>	<u>Abstaining</u>	<u>Votes</u>	<u>Directors Voting</u>
<u>3</u>	<u>2</u>	<u>—</u>		<u>Sean Salisbury</u>
				<u>Dave Benson</u>
				<u>Jaya Varghese</u>
				<u>Ritchie Patel</u>
				<u>Umang Sheth</u>

CERTIFICATE

I, the undersigned, hereby certify that I am the duly elected, qualified and acting Secretary of Augusta Village Homeowners' Association ("Association"); that I am the custodian of the records of the Association and that the attached is a true, correct, and accurate copy of the Amendment to the Rules and Regulations of the Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of May, 2018.

AUGUSTA VILLAGE HOMEOWNERS'
ASSOCIATION

By: U. Sheth.
Its Secretary

Color: All cedar fences must be sealed. Cedar fences must be sealed with transparent/semi-transparent sealant matching the following standards:

- a) Behr Waterproofing Wood Finish in: Natural Clear (#400), Cedar tone (#401), Red tone (#402) or Brown tone (#403)
- b) Olympic Maximum Waterproofing Sealant in Clear, Honey Gold, Cedar Natural tone or Redwood Natural tone

Permitted Styles: As provided below (Dog Ear Picket, Straight Top Shadowbox)

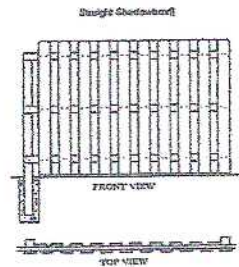
Additional permitted fence tops: *As provided below (Arched Top on Shadowbox, or Scalloped Top on Shadowbox).*

Height: Four (4) or Six (6) Feet

Décor: May be arched or have up to 12" lattice on top; Arbors may be attached at gate. Village ordinances prevail regarding placement of fences 10' from sidewalks.

Permitted Styles

Styles: (1) STRAIGHT TOP SHADOWBOX

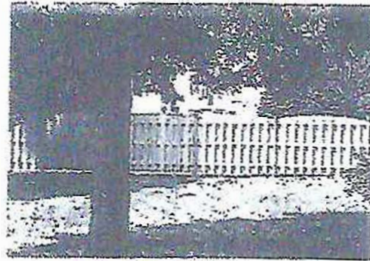


(2) STRAIGHT TOP DOG-EAR PICKET

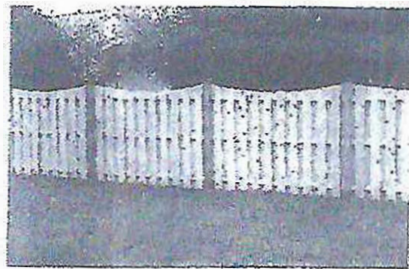


ADDITIONAL TOP TO FENCE STYLES

(3) Arched Top on Shadowbox Style



(4) Scalloped Top on Shadowbox Style



Scalloped or arched on below approved fence style

(2) STRAIGHT TOP DOG-EAR PICKET

