

GLENSTONE Homeowners Association Supplemental Rules and Regulations

THESE supplemental Rules and Regulations have been adopted with the intent of providing the residents of GLENSTONE Homeowners Association with a practical plan for day-to-day living in GLENSTONE. A successful Association is a community of owners who exhibit a pride of homeownership and share a common vision as to what constitutes a desirable neighborhood. The goal is to maintain the property values, and to provide the residents with specific information.

Rules and regulations are reviewed on an ongoing basis by the GLENSTONE Board of Directors. These rules and regulations which have been developed have been put in to place in order to provide a safe, secure neighborhood, and to protect our property values, the most vital asset of the neighborhood.

This document is a supplement to the rules and regulations provided for in the "GLENSTONE Homeowners Master Declaration of Covenants, Conditions, and Restrictions and By Laws".

These Rules and Regulations are binding on all Homeowners, their families, Renters and Guests.

Privilege extended to owners who rent their property, in accordance with the Declarations. It should be understood that these rules and regulations are binding to all tenants as well as owners. Any necessary action that needs to be taken will be considered a violation by **both** owner and the tenant of the property in question.

These rules and regulations shall be effective upon adoption by the GLENSTONE Homeowner Association Board of Directors. Adopted 01/25/2023.

I. Definitions

A. Definitions: For the purpose of brevity and clarity, certain words and terms used in this document are defined as follows:

1. **Association**: The GLENSTONE Homeowners Association, an Illinois Not-for-Profit corporation and a Homeowners association organized pursuant to the declarations.
2. **Declarations**: The Declarations of GLENSTONE Homeowners Association and the instrument by which the property is submitted to the provisions of this document, as hereinafter provided, and such Declarations from time to time amended. Also known as CC&R - Declaration of Covenants, Conditions, and Restrictions that have been recorded with Lake County.



3. **By-Laws**: The By-Laws of the GLENSTONE Homeowners Association, as amended and/ or supplemented from time to time thereafter.
4. **Rules and Regulations**: The Rules and Regulations of the GLENSTONE Homeowners Association, as adopted pursuant to the powers available to the Association and the GLENSTONE Homeowners Association Board of Directors and in conjunction with standards of the Village of Long Grove.
5. **Board**: The Board of Directors of GLENSTONE Homeowners Association.
6. **Property**: All the land, real property, space comprising the parcel, all improvements and structures erected, and all easements, rights and appurtenances belonging therein, and all fixtures and equipment intended for mutual use, benefit or enjoyment of the owners.
7. **Resident**: An individual who resides in a Home and who is either the Homeowner, a Tenant of the Homeowner, a contract purchaser of the home, or a relative of such Homeowner.
8. **Accounting Services Company**: The person, company, entity, if any, which has been employed by the Association to manage the day-to-day books and records of the property in a manner directed by the GLENSTONE Homeowner Board of Directors.
9. **Assessment**: The amount which the GLENSTONE Homeowner Board of Directors may assess or levy against a Homeowner, either individually or collectively, including regular yearly assessments which are levied pursuant to the Declarations, By-Laws or the Rules and Regulations.
10. **City**: The Village of Long Grove.
11. **County**: The County of Lake.
12. **State**: The State of Illinois.
13. **Common Areas**: All portions of the property except the homes and privately owned land as designed on the plat of GLENSTONE subdivision.
14. **Alteration**: A change, modification to a homeowner's property or common element.
15. **Ponds**: That portion of the property which is delineated and described on the plat of subdivision for the GLENSTONE Homeowner Association.
16. **Pets**: Animals such as dogs, cats, or other animals reasonably considered to be household pets and as defined by the Village of Long Grove and Lake County.
17. **Fence**: A protective or confining barrier or enclosure.



Assessments

A. **Assessments and Due Date:** Payments should be made payable to "GLENSTONE HOA" and are due by January 1st and July 1st of each year to the Accounting Services Company or as otherwise directed.

A late charge will be charged to any Homeowner's accounts that are not received by the due date and will be reported to the credit bureau.

A late notice will be sent to each delinquent home owner on the 1st of each consecutive month after the due date advising him or her of the account status and penalty. Any account in arrears for more than 90 days will be forwarded to the Association's attorney for collection.

Any legal fees incurred in the collection of dues by the Association per the GLENSTONE Homeowners Master Declaration of Covenants, Conditions, and Restriction and Bylaws, and GLENSTONE Homeowners additional Rules and Regulations shall be charged to the Homeowner's account.

The GLENSTONE Homeowner Associate Board of Directors reserves the right to modify delinquent collection procedures from time to time.

Policies and Procedures Regarding Enforcement:

- A. Any owner may make a complaint that a violation of the Declaration/By-Laws/Rules has occurred. The complaint shall be submitted in writing to the Board of Directors within 10 days of the alleged violation.
- B. If the complaint sets forth a violation of the Declaration/By-Laws/Rules, the Owner shall be notified in writing (hereafter "Notice of Violation") of the complaint and alleged violation by the Association or its duly authorized agents. If the complaint is based on conduct of the Owner's tenant or other occupant, the tenant/occupant shall also be notified of the alleged violation. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit "C" (hereafter "Notice of Violation").
- C. Any person charged with a violation of the Declaration/By-Laws/Rules is entitled to an opportunity for a hearing. The Notice of Violation shall set forth the date, time and location for the hearing. Upon request of the Owner, one continuance will be granted for a period of no longer than 5 days for good cause shown. The Board may also reschedule the hearing to accommodate the scheduling needs of its members.
- D. Following a hearing, the Board shall issue its determination in writing regarding the alleged violation.
- E. If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration/By-Laws/Rules, the following shall occur:



1. If found to be guilty of a first violation of a given provision of the Declaration/By-Laws/Rules, the Owner shall be notified of the finding by the Board or its duly authorized agents that a first violation has occurred. The Owner shall also be assessed a fine. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In the alternative, the Board may elect to assess a fine.
2. If found to be guilty of a second, additional, or continuing violation of the same provision of the Declaration/By-Laws/Rules, the Owner shall be notified of the finding by the Board or its duly authorized agents. The Owner shall also be assessed a fine.
3. Where a fine is imposed, unless expressly provided in another Section of these Rules, it shall be in the amount of fifty dollars (\$50.00) for first violation of the Declaration/By-Laws/Rules, in the amount of one hundred dollars (\$100.00) for a second, or additional violation of a rule, or the sum of two hundred dollars (\$200.00) per day for a violation of a continuing nature. If the Board determines, in its sole discretion, that a particular violation is particularly egregious, the Board may double or triple the amount of the fine. A FINE FOR A VIOLATION OF A CONTINUING NATURE WILL BE IMPOSED FROM THE FIRST DAY OF THE VIOLATION AND WILL CONTINUE UNTIL THE VIOLATION HAS BEEN ELIMINATED AND THE ASSOCIATION HAS RECEIVED NOTICE OF IT.
4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to pay for any damage or any unauthorized condition on the Property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made or will be made by the Association, or to pay any legal expenses and costs incurred by the Association as a result of the violation.

Transfer of Ownership/Disclosure

1. Selling Homeowner(s) or their attorneys must submit written notice to the Accounting Services Company of the sale of their home within twenty-one (21) days prior to closing. It is the responsibility of the owner to notify the Accounting Services Company regarding a transaction involving their home.
2. Selling Homeowner Owner(s) must inform the Purchaser that there is a homeowner association.
3. Pursuant to the Declaration, all purchasers must pay an amount equal to 4-months of assessments into the Association's reserve account.

Leasing Policy

Rules Relating to Leases, Lessees and Non-Resident Homeowners

- A. A homeowner shall not lease less than the entire home, no may the home be leased for transient



or hotel purposes. Every lease must be for a minimum period of six (6) months.

- B. Every lease shall be in writing and shall contain the following: **“THIS LEASE IS SUBJECT TO COMPLIANCE BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION OF COVENANTS & RESTRICTIONS, THE BY-LAWS, AND THE RULES AND REGULATIONS OF GLENSTONE HOMEOWNER ASSOCIATION.”**
- C. **The Owner shall give a copy of any lease and the completed Leasing Questionnaire (Exhibit B)**, together with such additional information as may be required, to the Board at least **five (5) days** prior to the occupancy date on the lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner’s.
- D. The Owner must make available to the Lessee copies of the Declaration, By-laws, and the Rules and Regulations, and the Lessee shall be subject to and shall comply with all the terms thereof. The lessee should sign for documents, that they read and understand same. The Owner shall assume responsibility for any violation by his/her tenant of the Declaration, By-laws, or Rules & Regulations. If a tenant violates any provision of the Declaration, By-laws, or Rules & Regulations, the Board at its discretion shall determine what action or actions should be taken against the Owner and/or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions necessary to terminate the lease.
- E. All costs and expenses, including court costs and attorney fees, incurred by the Board in connection with any violations under this leasing policy shall be assessed to the account of the Homeowner responsible thereof.
- F. All off-site Homeowner shall provide the GLENSTONE Homeowner Association and the Managing Agent, in writing, their current address(es) and telephone number(s) where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating an Owner who fails to provide such information shall be assessed to that Homeowner. Any Owner who fails to provide his current mailing address shall be deemed to have waived the right to receive notices at any address other than the address of the home being leased. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving any notice that may result therefrom. Changes in address should be reported to the Association and the Managing Agent at least seven (7) days prior to the change occurring.
- G. In addition to other rights granted by State law, homeowners of unapproved leases may also be assessed a daily fine of up to \$25.00 per day until the situation is remedied.
- H. Homeowner and/or tenant are responsible for his/her guests’ compliance with the Declaration, By- laws, and Rules and Regulations of the Association.

Common Area Rules



1. Homeowners are responsible for the conduct of all their residents, children and guests. Homeowners, residents and guests that exhibit unacceptable behavior, (*unacceptable behavior will be considered to be any act, action or display that threatens the health, safety or security of another person and/or property*) will have the police promptly called, arrest made if necessary and legal action taken against the offender.
2. All Homeowner, residents, children, and/or their guests are required to abide by local ordinance (Village of Long Grove) governing curfew.
3. No swimming, boating, wading, or rafting in the Lake or Pond at GLENSTONE will be permitted by residents or guests. Fishing is permitted to residents and their guests only and is at their own risk. GLENSTONE lakes are catch and release only.
4. There shall be no throwing of stones or other items into the ponds.
5. No ice skating, sledding, or ice fishing in the Lake or Pond by homeowners, residents, renters or guests will be permitted. The Association also prohibits walking across the ice during winter months. Any person doing so will be responsible for his/her own risk, and will be responsible for the consequences.
6. Homeowners, residents, renters and their guests will not discharge refuse, litter, debris or other objects onto common areas, or into the lake or pond, or sewers at any time. Those homeowners, residents, renters or guests found discharging refuse, litter, debris or other objects are subject to fines.
7. Storage of any kind is expressly prohibited on or in any Common Areas.
8. No toys, recreation equipment, bicycles, lawn chairs or other personal property shall be stored on the Common Areas.
9. No plant or wildlife is to be put into the Ponds without GLENSTONE Homeowners Association Board of Directors approval. Any additional trees, shrubs, or plantings to Common Area must be approved by the board of directors.
10. Discharging of any water, draining pool water, ejector pump water or any other waters into the wetland, pond, lake or walking/bike path is prohibited. Homeowners may be fined and charged for any clean up or damage done to the wetlands, pond, lake or walking/bike path.
11. Homeowners may not enclose any portion of the Common Area with a fence or other boundary.
12. Bike riding is permitted on bike/walk path or sidewalks only. No riding of bikes are allowed on common area grass or wetlands.
13. No trash, lawn waste material including weeds, grass clipping, branches, rocks, dirt or pool water is to be disposed of or left on any common area including wetlands. Homeowners may be fined and charged for any clean up or damage done to the wetlands, pond, lake or



walking/bike path.

General Rules

Antenna and Satellite Dishes/Receivers – Only one antenna or no more than two satellite dishes are permitted on each home.

A. Per the 1996 revisions to the FCC Code, satellite dishes less than one meter in diameter will be allowed at Glenstone Homeowners Association. Any owner interested in installing a satellite dish one meter or less in diameter should refer to the following instructions for installation of satellite dishes. Satellite dishes greater than one (1) meter in diameter are prohibited.

B. Satellite dishes may only be installed on portions of property within the owner's exclusive use or control. They may not be affixed to the front of a home, nor may they be visible from the street in front of the home. All satellite dishes must be placed in the rear of the building unless the signal is impaired by such placement, in which case that problem must be documented by a certified satellite dish installation company. In that case, an alternative location must be approved by the Board prior to installation of the satellite dish. No satellite dishes are allowed to be placed on the Common Areas.

C. To protect the health, safety and welfare of the residents, the Board strongly suggests that satellite dishes be professionally installed. If the owner uses a professional installer, the Owner must provide proof that the contractor is insured and licensed.

D. All wires must be encased in molding which matches the color of the Building. If at all possible, please attempt to use existing wires. Whenever possible, dishes shall be installed to allow the least amount of cable to be run as possible and cables on the exterior of the building shall be run vertically from the dish to the TV service demarcation equipment located next to the electric meter. Cables may be run inside garage attics, to keep the amount of cable to a minimum prior to entry into the attic. All penetrations of siding or eaves must be as small as possible and must be sealed against weather and insects. Cables should not be run in or along gutters, across roof shingles for more than 5 linear feet, horizontally across siding, under eaves, over windows, or over, across, or in any way be attached to patio fences or gates. If the necessary placement of the dish does not allow for compliance with the foregoing, the problem must be documented by a certified satellite dish installation company and, in that case, alternative paths for the cables must be approved by the Board prior to installation of the satellite dish.

E. In order to protect the health, safety and welfare of the residents and their property the Board reserves the right to inspect the installation and maintenance of the satellite dish.

F. Once installed, the owner will be responsible for the maintenance of the dish. The Owner shall at all times keep the satellite dish in good repair. If additional cost to the Association is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the Owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the Owner will be advised accordingly.

G. The Owner shall be responsible to fund the cost of any maintenance, repair or replacement to the Building resulting from installation of the satellite dish. In addition, the Owner must restore the Building to its original condition upon removal of the dish.

H. The Owner hereby indemnifies and holds harmless the Board of Directors, the Association, its agents and members from any and all claims, controversies or causes of action resulting from the installation or use of this satellite dish, including the payment of any and all costs



of litigation and attorneys' fees resulting therefrom. Owner agrees to be responsible for any damage to the property or any injury to any individual as a result of the installation of the dish.

I. Upon transference of the ownership or occupancy of the home, the Owner shall remove the satellite dish and shall be liable for any damage to the Building associated with the removal. If the Owner should fail to remove the satellite dish, then the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, shall be obligated to comply with these Rules and Regulations and the obligations set forth herein. The Board must be notified when equipment is removed to schedule an inspection with the Association's roofing contractor.

J. All satellite dishes shall be installed in strict compliance with these Rules and Regulations. Any deviation from these Rules and Regulations without the written consent of the Board of Directors may result in the dismantling and removal of the satellite dish by the Association upon ninety (90) days written notice. All costs of removal and restoration shall be borne by the Owner. The Association reserves the right to levy a continuing and daily fine for each and every day an unauthorized satellite dish shall remain on the premises after the Owner has been notified to remove it or advised to re-install the dish in conformance with the Rules and Regulations. The fine shall be set by the Board of Directors in accordance with approved guidelines for fines.

Basketball Hoops – Basketball hoops are permitted as long as they are not garage or wall mounted types of basketball hoops. Basketball hoops must be properly maintained at all times with no visible rust, torn nets, missing or broken backs.

Contractor Working Hours – Residents who employ contractors to perform services shall not allow performances of such services weekdays before 8 a.m. and weekends before 9 a.m. All such contracts services must terminate each evening no later than dusk. Contract services include but are not limited to general construction activities, lawn maintenance and automobile repairs services. Snow plowing, snow removal and emergency repairs to home are excluded.

Exterior – The exterior of the dwelling must be kept in good repair. No excessive peeling paint, rotting wood, missing wood, missing shingles, loose or missing siding, mold or mildew showing on home, torn screens, hanging shutters, dented garage doors, or broken windows or doors.

If necessary, the Association will send written notice declaring the property unsightly, and will give the homeowner a reasonable length of time to make repairs.

If the repairs are not completed in a timely manner, written notice will be sent by the association and the association will issue fines each month until the work is completed.

Fences – No fences are allowed in GLENSTONE.

Firewood – Fire wood may not be stored in front or on the sides of homes. All firewood must be stored in owner's garage or back yard.

Garage Sales – Residents must abide and comply with the Village of Long Grove rules regarding garage sales.

Garbage, Recycling and Yard Waste – All rubbish, trash and garbage shall be regularly removed



from the property and shall not be allowed to accumulate.

Between weekly scheduled pickups, all garbage cans, recycle bins and landscape waste and other similar material should be stored in your garage. Seasonal tree and bush remains that are too large for landscape waste bags may be stored no longer than thirty days in the rear of your home.

Per the Village of Long Grove, for scheduled pickup days, containers may not be put out to the curb until 3:00 PM the night before collection and all empty containers are to be removed and stored away by midnight on the day of collection.

Please check with the village of Long Grove for current regulations regarding trash collection, and guidelines.

Homeowner Information – All homeowners are required to complete an Owner Information Sheet (Sample attached as Exhibit A) for the association's files. This information is for association and management company use only. Any homeowner who fails to provide the information will have violated the terms of these rules and may be subject to fines. This information will be requested and must be provided annually to the association and/or management company. However, the association and/or management company may request this information at any time upon notice to the Homeowner.

- Lawns**
- A. Lawns must be regularly maintained, mowed and and be reasonably free of weeds.
 - B. It is the responsibility of homeowners to keep flower beds free of vegetation and weeds. Grass shall be trimmed on the sides of the beds and around trees.
 - C. Homeowners are also responsible for removing grass clipping from sidewalks, driveways and street.

Lighting and Holiday Decorations – Holiday lights and decorations may be displayed from November 1 through March 1. The takedown date may be extended at the sole discretion of the Board of Directors in response to the weather conditions. Lights and decorations for holidays falling outside of the above date may be displayed for two weeks prior to the holiday to one week after.

Pets – No non-domesticated animals, such as livestock of any kind shall be raised, bred or kept in any Dwelling or in the Property, except that up to three (3) total dogs, cats, or other usual household pets may be kept in Dwellings, subject to rules and regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purposes, and provided further that any such pet kept in violation of rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance (after causing more than one (1) violation) shall be permanently removed from the Property upon three (3) days' written notice from the Board.

If a pet defecates on any landscaping, common area, or private property of another owner, the pet owner is responsible and must clean up after the pet immediately.

Homeowner's whose property back up to common area must remove their pet's defecates immediately and not allow it to remain on the common areas at any time.



All pets must be leashed or contained while outdoors and on any Common Area. Pets are not to be left out unattended to stray off property. No pets may be tied up on Common Area..

If, in the sole discretion of the Board, a pet demonstrates aggressive behavior or a propensity for viciousness or an owner displays an inability to maintain sufficient control over his or her pet, a pet may be required to be in a carrier or to be muzzled when outside a unit. In the event a pet injures an individual, whether by biting, nipping, scratching, knocking them down or otherwise, the pet may be required to be in a carrier or to be muzzled when outside a unit.

If, in the sole discretion of the Board, an incident is sufficiently severe or if more than one incident with a particular pet occurs, the pet may be permanently removed from the property. Each Unit Owner shall assume full responsibility for personal injury and property damage caused by his or her pet(s) and the pet(s) of his or her residents, family, tenants, guests and invitees.

Any pet deemed by the Board, in its sole discretion, as causing or creating a nuisance or unreasonable disturbance may be permanently removed from the property upon ten (10) days written notice, and the Board's decision shall be final.

Sheds – Sheds are prohibited and shall not be erected or placed on any Lot at any time either temporarily or permanently.

Storage of Items – No items may be stored on the side of home or in front of the home.

Trees and Bushes – Must be trimmed of dead branches and removed from the property and properly disposed of. Dead trees and stumps must be removed and disposed of and the area where trees are removed must be restored.

Yard Maintenance – Property must be regularly cleared of trash and debris.

Exhibits:

- A. GLENSTONE Homeowners Association Owner Emergency Information Sheet
- B. GLENSTONE Homeowners Association Tenant Information Sheet Lease
- C. GLENSTONE Homeowners Association Notice of Violation



EXHIBIT A
GLENSTONE RESIDENTS EMERGENCY CONTACT INFORMATION

Please return your form to:

Owner's Name(s): _____

Additional Occupants: _____

(Names):

Address: , Long Grove,

IL 60542 **Email:** _____

Would you like to receive the GLENSTONE Newsletter and other information that the board would be sending out electronically? **Yes** or **No**

Phone Numbers:

Home: _____

Work: _____ Cell: _____

Emergency Contact:

Name: _____

Relationship: _____ **Contact Phone:** _____

Is the home currently being rented: **Yes** or **No**

Name of Renters: _____

Renters Phone Number: _____

This above information will not be shared or used for any purpose other than for GLENSTONE Homeowner Association Business.



EXHIBIT B
LEASING QUESTIONNAIRE
*Please return your
form to:*

Renting Address _____
Long Grove, IL 60047

Owners Name _____

Owners Address _____

Owners City, State and Zip Code _____

Owners Home Phone number _____

Owners Cell Phone number _____

Owners Work Phone number _____

Owners Email Address _____

Tenants Names(s) _____

Other Occupants of the Residence _____

Tenants Prior Address _____

Tenant's Telephone Number _____

Lease Dates _____ to _____

Will the Tenant keep pets in the Residence? _____

If yes, what type of pets? _____

Have owner informed tenant(s) that they must be in compliance with the Declaration, By-laws, and Rules and Regulations of the Association? Yes ___ No ___

Please attach a copy of the lease to this Questionnaire.



I affirm that the information provided on this questionnaire is correct and complete and that the tenant has received a copy of the Declarations, By-laws and Rules and Regulations for the GLENSTONE Homeowner Association.

Homeowner

Date

Homeowner

Date

Tenant

Date

Tenant

Date



EXHIBIT "C"

TO: (Owner/Tenant) _____ DATE: _____

NOTICE OF VIOLATION

Re: Violation of Declaration, By-Laws, or Rules and Regulations

You are hereby notified, as the owner/tenant of the Home at (Address, City) _____, _____, Illinois that you are charged with the following violation of Article __, Section __ of the Association's Declaration, By-Laws or Rules and Regulations. The action complained of occurred on or about _____, 20 _____ and is described as follows: _____

THE BOARD MAY LEVY A FINE AFTER PROVIDING YOU THIS NOTICE AND AN OPPORTUNITY FOR A HEARING. The hearing on this matter is set for _____, 20__ at __:00 p.m. at _____, Long Grove, IL. You may request a continuance of this hearing date for good cause by making a written request to the Board within ____ (__) days of the date of this notice.

IF A VIOLATION EXISTS, WHICH HAS NOT ALREADY BEEN CORRECTED, AND YOU FAIL TO MAKE AN APPROPRIATE CORRECTION, AND ARE FOUND GUILTY OF THE VIOLATION, THE ASSOCIATION MAY CORRECT THE VIOLATION AT YOUR EXPENSE. Please consult the Association's Rules for further details.

Very truly yours,

GLENSTONE HOMEOWNERS ASSOCIATION

