

ENCLAVE AT HAMILTON ESTATES HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS
Adopted 01/24/2013

ENCLAVE AT HAMILTON ESTATES HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

Preface

These Rules and Regulations have been adopted with the intent of providing the residents of The Enclave at Hamilton Estates Homeowner's Association with a practical plan for day to day living. Its goal is to maintain our community as a premier community 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 owner and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Enclave at Hamilton Estates Homeowners Association runs with owner of the property. Each buyer of property within Enclave at Hamilton Estates Homeowners Association is bound by the governing documents of the Association that include the By-Laws and Declaration of Covenants, Conditions and Restrictions and subsequently amended thereafter. Homeowners are asked to consider the following:

Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declaration and By-Laws, which exist for the benefit of our community and help to maintain our property values.

If you are found in violation and are fined, this action is taken because the Homeowners of the Enclave at Hamilton Estates Homeowners Association consider it to be just and proper and in the best interests of the Association.

Effective application of the Rules and Regulations requires 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 with the Board. Each resident's cooperation and participation is encouraged.

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SECTION I – INTRODUCTION

- 1.1 The following Rules and Regulations flow from the Declaration of Covenants, Conditions, and Restrictions. It is not the intent of these Rules and Regulations to be a substitute for the Declarations and By-Laws.
- 1.2 To the extent that the provisions of applicable law (federal, state or local), the aforesaid Declaration, By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall take precedence, followed by the provisions of the Declarations and By-Laws, and then the Rules and Regulations.
- 1.3 These Rules and Regulations are binding on all Homeowners, residents, their families, guests, invitees and agents. The Homeowner is responsible for compliance with the Rules and Regulations and will be liable for fines incurred and/or damages caused.
- 1.4 The provisions of these Rules and 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 public comment at the meeting.

SECTION II - DEFINITIONS

2.1 Association

Refers to the Enclave at Hamilton Estates Homeowners Association, hereinafter referred to as the “Association”.

2.2 Assessments

The amount due from each Homeowner to fund common expenses.

2.3 Board of Directors

Consists of three members of the community elected by the Enclave at Hamilton Estates Homeowners Association. They are responsible for the direction and administration of the Enclave at Hamilton Estates Homeowners Association. Each member of the Board shall be a Homeowner. The Board of Directors is hereinafter referred to as the “Board”.

2.4 By-Laws

Contains regulations for the administration and management of the Enclave at Hamilton Estates Association.

2.5 The Declaration of Covenants, Conditions, and Restrictions.

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The Declaration of Covenants, Conditions, and Restrictions that has been recorded with Lake County against all properties within The Enclave at Hamilton Estates . It is a legal document that creates the plan for the Association, provides for deed, covenants and restrictions of Owner's rights. It sets up the relationship between the Owners and the Enclave at Hamilton Estates Association and binds property Owners both present and future. Hereinafter referred to as the "Declaration".

2.6 Common Area

All those portions of the subdivision except platted lots and streets dedicated to the public.

2.7 Property Manager

A professional hired by the Board of Directors to manage the day-to-day affairs of the Enclave at Hamilton Estates Homeowners Association.

2.8 Properties

All real property, common and private, within the Enclave at Hamilton Estates Homeowners Association as defined in the Declaration.

2.9 Homeowners

Homeowners are the Owner(s) of record, beneficial Owners or beneficiaries of any trusts holding title to property in the Enclave at Hamilton Estates Homeowners Association. All Owners must provide an address where written notices and assessment statements can be sent if other than to the property address. Homeowners are hereinafter referred to as "Owners".

SECTION III - GENERAL RULES

3.1 Air Conditioning Units

Window air conditioning Units are not permitted to be installed on any home.

3.2 Antennas

No exterior antennas, aerials or other apparatus (except as expressly permitted by FCC regulation) for the transmission of television, radio, internet, wireless or other signals of any kind are allowed. Where such installation is expressly permitted by FCC regulations, the installation is subject to Board review and approval and may not encroach on Common Areas.

3.3 Basketball Hoops and Playground Equipment

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- a. Basketball hoops may be portable basketball standards only. Standards must be properly maintained with no visible rust, and no missing or torn nets.
- b. Portable standards must be upright at all times. Portable standards must be located on or adjacent to (within 2 feet of the driveway perimeter) the Homeowner's driveway, must be at least 35 feet from the street and must not encroach on an adjacent neighbor's lot line while in use. Portable standards should be properly weighted according to manufacturer's guidelines. The use of sand bags or other materials piled on the base is not permitted.
- c. The portable net must be stored in the garage from November 1st thru March 31st.
- d. All playground and recreational equipment shall be located in the rear of the property and screened from neighbors. Yard gyms, swing sets and slides shall be in wood or other materials as approved in advance by the Board. Any seasonal recreation equipment must be stored inside during winter months. Multicolored plastic or metal playground equipment is expressly prohibited.
- e. Toddler swimming pools must be in the rear yard and must be emptied nightly. Any damage to the lawn will be the Homeowner's responsibility to repair.

3.4 Clotheslines

Laundry drying equipment shall not be erected or used outdoors, whether attached to a building or structure.

3.5 Contractor Working Hours

Residents who employ contractors to perform services shall not allow the performance of such services weekdays before 7:00 a.m. and weekends before 8:00 a.m. Contractors shall be allowed to perform services from Saturday 8:00 a.m. to 2:00 p.m. only. No contract work should be performed on Sunday. All other hours must be approved by the Architectural Committee. All such contract services must terminate each evening no later than dusk. Contract services include, but are not limited to, general construction activities and lawn maintenance. Services such as snow plowing, snow removal, emergency repairs to your home are excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening unless approved by the Board.

3.6 Fireworks

Fireworks are illegal in the State of Illinois and their use is prohibited.

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3.7 Garbage

- a. All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage cans, recycle bins, and other similar items must be stored in the garage. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days. Sealed garbage bags, hard containers, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than 6:00 pm the night before collection day. Empty containers are to be removed from the curb by the end of the collection day.
- b. Construction: A dumpster must be placed on the driveway for no more than five (5) days. Any damage caused by delivery or removal of a dumpster is to be promptly repaired at the Homeowner's expense.

3.8 Firearms and Other Weapons

The discharge of firearms within the Enclave at Hamilton Estates Homeowners Association is prohibited. The use of weapons is prohibited in the Enclave at Hamilton Estates Homeowners Association. The term "weapons" includes "BB" guns, pellet guns, bow and arrow, and other firearms of all types regardless of size.

3.9 Exterior Lighting & Holiday Decorations

- a. All exterior lights must be approved by the Board with the exception of seasonal holiday lights that are subject to the following restrictions.
 1. Holiday decorations may be displayed from November 1st through January 31st.
 2. Holiday lights may be displayed from November 1st through February 28th.
 3. Lights and decorations for holidays falling outside the above dates may be displayed from 3 weeks before the holiday to one week after.
- b. All exterior lighting must be properly maintained.
- c. Exterior lights on the garage must remain illuminated from Dusk until 4:00am, 365 days per year.

3.10 Noise

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It shall be unlawful for any person to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others within the Enclave at Hamilton Estates Homeowners Association as foretasted.

3.11 Nuisance

- a. No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Enclave at Hamilton Estates Homeowners Association. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties.
- b. The front and side exterior of homes may not be used for storage. Ladders, landscaping materials, lawnmowers, tools, etc. must be stored inside the home or garage.
- c. Only exterior patio furniture is allowed in rear yards or front porches.
- d. Firewood must be neatly stacked in the rear of the home and may not exceed one cord of firewood.
- e. Compost centers are prohibited.

3.12 Parking

- a. Vehicles shall be parked only in garages or on the driveways, serving the homes. Vehicles including tractors, trucks, vehicles higher than Class B, trailers, campers, camper trailers, boats and other watercraft and boat trailers may only be parked outside of garages with advance written approval from the Board or Management for a period of up to two weeks.
- b. There is no overnight parking on the street unless advance written Board or Management approval has been obtained.
- c. No parking is permitted on curves or corners, in front of walkways or entrances to buildings, extend over grass, or shrub/tree areas. Owners will be liable for damage and repair.

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- d. All vehicles in possession of a Homeowner or resident must be properly registered with the State and must display current license plates.
- e. All vehicles must be in good repair as determined by the Board or Management.
- f. Parking shall not obstruct any sidewalk or the entrance to or exit from any Home.
- g. Parking on the street is strictly prohibited during snowstorms with one inch or greater of accumulation.
- h. Commercial vehicles may park in permitted areas when used for their normal commercial purposes, so long as such parking is only for the period of time necessary to provide the commercial services requested by a resident or the Enclave at Hamilton Estates Homeowners Association.
- i. Vehicles not in compliance with any of the above may be towed at the Owner's expense.

3.13 Pets

- a. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the properties except dogs (Pit-Bull, Rottweiler and Doberman breeds are prohibited), cats, or other usual and common household pets.
- b. All dogs must be leashed at all times when outside of a home and not within the home's fenced-in area.
- c. Pets which roam free, or, in the sole discretion of the Enclave at Hamilton Estates Homeowners Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other homes, shall be removed upon request of the Board after notice and opportunity for a hearing. If the Owner fails to honor such request, the Board may remove the pet.
- d. All pet Owners must immediately clean up after their pets when walking on common and private grounds within Enclave at Hamilton Estates Homeowners Association and violators will be fined \$25.00 after the first warning and \$50.00 per incident thereafter. No dog runs or animal pens are permitted.

3.14 Satellite Dishes

Per FCC guidelines, a "dish" antenna that is one meter (39.37") or less in diameter and is designed to receive direct broadcast satellite service, including direct-to-home satellite services may be installed on your property after submission of plans and subsequent approval

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by the Board. In no case may satellite dishes be installed on common property or common elements. (See Exhibits 3 and 4 of Rules and Regulations, attached hereto for guidelines).

3.15 Signs

- a. No sign of any kind shall be erected on properties without the written approval of the Board.
- b. The following provisions constitute written consent for certain limited applications:
 1. "For Sale," signs are limited to one standard type "Realtor" or commercially available One "By Owner" sign per home placed on the front lawn only. Homemade signs are not allowed.
 2. "For Rent" signs are not allowed anywhere on the Homeowner's or Association's property.
 3. Political signs may be displayed up to the day following the appropriate election day. The sign must not be placed on the Common Areas.
 4. Signs, flags, banners or similar items advertising merchandise, business and contractor services, or providing directional information to activities/events, are permitted on private property for a maximum of two weeks.
 5. Signs are not allowed on Common Areas unless approved by the Board.
- c. Signs in violation of the above collected by a Board Member or Property Manager will be discarded without notice.

3.16 Sight Distance at Intersections

All property located at street intersections shall be landscaped to permit safe sight across the street corners. No fence, wall, tree, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

3.17 Trailers, Sheds and Temporary Structures

No utility shed, shack, trailer, or other structure of a similar nature shall be placed upon any part of the properties unless approved in writing in advance by the Board. Fences must be approved in advance and in compliance with the Rules and Regulations contained herein.

3.18 Vandalism

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All acts of vandalism to the Common Areas should first be reported to the Police and then to the Property Manager.

3.19 Fences

- a. Fences must comply with the Village of Mettawa Building Code
- b. All Fences must be approved in writing in advance by the Board
- e. Fences are a Homeowner's responsibility. Failure to perform a general maintenance, i.e. painting, wood replacement of cracked boards, repairing broken gates, etc. will result in a warning letter, then a fine, and appropriate repairs made by the Association at the Homeowner's expense.

3.20 Unsightly and Unkempt

- a. It shall be the responsibility of each Owner to prevent any unclean, unhealthy, unsightly, or unkempt condition of a property in the Enclave at Hamilton Estates Homeowners Association. The pursuit of hobbies or other activities, including but without limitation, the assembly and disassembly of motor vehicles and other mechanical devices is expressly prohibited.
- b. All landscaping (lawns and beds) must be regularly maintained and must be reasonably free of weeds.
- c. Lawns must be mowed at a frequency to maintain grass height at no greater than five inches.
- d. Lawns and beds must be watered as necessary to insure survival of the landscape.
- e. Lawns must be treated and/or fertilized at least three times per year to prevent weeds and promote healthy growth.
- f. Trees and bushes must be trimmed of dead branches and may not touch neighboring Units. Property must be regularly cleared of trash and debris. Owners may not leave landscape debris on the front lawn.
- g. Driveways and front walkways must be cleared of snow and ice promptly as to prevent any hazardous conditions.
- h. The exterior of the dwelling must be kept in good repair. Hanging or damaged screens, broken windows, shutters, gutters, etc. must be repaired immediately, and all exterior surfaces shall be maintained to Enclave at Hamilton Estates Homeowners Association standards. No peeling, faded or discolored painted surfaces are permitted including mailboxes.

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- i. All exterior color or material changes must be approved by in writing by the Board thirty days prior to the exterior color or material change modifications or alterations.
- j. Storm doors, if installed, must be made of aluminum and matched to the Homes' trim color. Storm doors shall not have any horizontal lines. Only full-view storm doors will be permitted subject to the Board's approval in writing prior to the installation and will be expected to be kept in good condition at all times.
- k. Driveways shall not be widened without approval.
- l. Driveway or yard ruts must be repaired by the Homeowners.
- m. Any driveway modifications are subject to advance approval in writing by the Board.

When the Association deems a property in violation of paragraph 3.24 herein, the Owner will be sent a written notice of violation and the Owner will be given a reasonable length of time to bring the property up to standard. If the Owner fails to bring the property up to standard, the Enclave at Hamilton Estates Homeowners Association may elect to have the work performed and will bill the expense to the Owner plus a minimum processing fee of \$50.00.

3.21 Yard Decorations

- a. No unsightly artificial vegetation shall be permitted on the exterior of any portion of the properties. Exterior sculptures, statutes, yard ornaments, fountains and similar objects must be approved by the Board. Planters, statuary window boxes, bird baths, bird feeders, flower pots and other yard ornaments must be aesthetically pleasing. Large landscape boulders should not be used excessively, must be incorporated into landscape plans, and must be approved in advance in writing by the Board.

3.22 Flags

- a. Flag poles are not permitted.
- b. Flags being displayed on the home must be on a pole-mounted bracket not to exceed 6' in length and comply with the United States Flag Code and
- c. May not be faded or in disrepair. Proper United States flag etiquette must be observed by the Homeowners.

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- d. Military or American flags may also be erected on the Homeowner's Unit, but may not be erected on the Common Areas.
- e. All other flags are prohibited on the property.

3.23 Business Use

a. No trade or business may be conducted, in or from any home, except that an Owner or occupant residing in a home may conduct business activities within the home so long as: (a) the existence or operations of the business activity is not apparent or detectable by sight, sound, or smell from outside the home; (b) the business activity conforms to all zoning requirements for the property; (c) the business activity does not involve persons coming onto the properties who do not reside in the property or door-to door solicitation; and (d) the business activity is consistent with the residential character of the property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined in the sole discretion of the Board.

b. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons and for which the provider receives a fees, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore.

3.24 Grills

- a. Grills must be used far enough away from the Home to avoid any damage to the building/siding.
- b. Grilling is only permitted in the rear of the Home unless approved in writing in advance by the Board.
- c. Fire pits are permitted only in the rear of the Home and subject to Village Code.

3.25 Canopies, etc.

Canopies, awnings, gazebos, pergolas or enclosures of any type are strictly prohibited unless approve in writing in advance by the Board.

3.26 Insurance

- a. Owners must provide a Certificate of Insurance to the Enclave at Hamilton Estates Homeowners Association

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- b. All such policies maintained by the Owner must name the Enclave at Hamilton Estates Homeowners Association as an additional insured.

3.27 Rental Information

- a. Any Owner listing his/her home for rent shall notify the Board or Property Manager prior to doing so.
- b. A copy of each executed lease and extension thereof must be provided by the Owner of the Home to the Board or Property Manager within 7 days of the Lease execution.
- c. Units may not be rented for a period of less than one year.
- d. All Unit Owners leasing/renting their Home must provide the Board or Property Manager with the Tenant's current contact information including name, telephone number, email address, and all occupants' full names residing within the Home.

3.28 Window and Door Replacement

- a. Window and door replacements must be approved by the Board.
- b. Window and door replacements must remain white.
- c. Window and door replacements must remain the same size.
- d. Glass Block, Box, Bay, Frosted, Casement, etc. windows are strictly prohibited.

3.29 Decks and Patios

- a. Must be installed in rear yards only.
- b. Plat of survey and material to be used must be submitted to the Board with request for approval.
- c. Failure to maintain the deck/patio is a fineable offense.
- d. A Village permit for construction must be displayed.

3.30 Common Areas

- a. Pet littering in Common Areas is prohibited.

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SECTION IV - VIOLATIONS AND FINE POLICY

4.1 Resident Cooperation

Unless the Board is notified of rules infractions by Owners or the Property Manager, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing Homeowners, each resident's cooperation and participation is encouraged.

4.2 Written Warnings & Violation Notices

Written Warnings and Violation Notices are issued by the Board and its agents to an Owner allegedly in violation of the Declarations or Rules and Regulations who has or whose family members, agents, guests, invitees or pets have allegedly committed a violation when one of the following occurs:

- a) The Enclave at Hamilton Estates Homeowner's Association receives a Witness Violation Complaint. A sample Complaint form is attached as Exhibit "A" to this publication or can be obtained from the Property Manager.
- b) The Enclave at Hamilton Estates Homeowner's Association receives a letter of complaint which includes 1) the name, address and phone number of the complaining witness, 2) the Owner's name and/or address where the alleged violating person(s) resides, and 3) the specific details or description of the violation including the date, time, and location where it was alleged to have occurred.
- c) A Board Member or Property Manager issues a witness statement based on his or her own observations.

4.3 Written Warnings

Written Warnings for the first offense of a particular rule will be sent by regular U.S. mail service, via Email, or by personal delivery to the Owner of record or occupant. The warning will include specific details of the alleged violation(s) as well as steps that must be taken to rectify the condition and/or the consequences for subsequent violation(s). Request for a hearing to protest the Written Warning must be made within fourteen business days after receipt of the Written Warning.

4.4 Notice of Violation (N.O.V.)

If subsequent violation complaints are received relative to the same alleged violation within a one year period of a previous complaint, or if the steps outlined in the Written Warning to correct the condition have not been taken, a N.O.V. will be sent, by both regular U.S. mail, email, or by personal delivery to the Homeowners. The N.O.V. will include the specific details

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of the alleged violation(s) with a copy of the amount of fine to be imposed by default unless a hearing is requested within fourteen business days after receipt of the N.O.V.

4.5 Hearings

Provided the N.O.V. recipient Owner has properly requested a hearing, the Owner will be provided written notice of the time and place where the Board or its duly authorized agents will conduct a hearing to review the complaint. At that time, the N.O.V. recipient Owner will have the opportunity to present a defense to the complaint. All hearings will proceed with or without the presence of the Owner(s) who is in alleged violation. The person signing the Witness Statement may be present. The decision of the Board or its duly authorized agents shall be submitted in writing within five days of the hearing and such decision shall be binding upon all parties.

4.6 Penalties / Fines

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- 1) 1st offense - Written Warning
- 2) 2nd offense - \$50 fine
- 3) 3rd offense - \$75 fine
- 4) 4th offense - \$100 fine
- 5) Legal action with unpaid accounts of \$200 or more, unless stated different in the rules and regulations.

ARCHITECTURAL GUIDELINES VIOLATIONS

- 1) Failure to obtain architectural approval including but not limited to requests for modification and approval of new construction plans - \$100 per occurrence or modification.
- 2) Failure to obtain the foretasted architectural approval within two weeks after being fined per paragraph 4.6B(1) - \$100 per month until submitted and approved by the Board.
- 3) Installations that are not in compliance with the Rules and Regulations will result in a fine of \$200 per month until compliance with an approved submittal from the Board.
- 4) Legal action for homes with unpaid accounts of \$200 or more.

COSTS

In the event of any violation of the Rules and Regulations, Declarations or By-Laws of the Enclave at Hamilton Estates Homeowner's Association, the Board of Directors reserves the

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right to pursue any and all legal and equitable remedies to compel enforcement. Any and all costs and attorney's fees shall be assessed against the offending Owners and shall be a lien against the property until paid in full. Liens may be filed against the property with the Recorder of Deeds of Lake County.

SECTION V - ASSESSMENTS

- 5.1 Assessments are currently billed on a monthly basis. The assessments are due on the 1st of each month. It is the Owner's responsibility to pay the assessment on time and to provide a billing address.
- 5.2 Special assessments are billed as directed by the Board.
- 5.3 A late charge of \$25.00 will accrue on the 15th of the month in which the assessment is due and shall bear interest at the legal rate allowable by law per the Enclave at Hamilton Estates Homeowner's Association's Declarations.
- 5.4 The Enclave at Hamilton Estates Homeowner's Association will issue a statement to any delinquent Owner past the due date for receipt of the assessment and/or special assessment(s).
- 5.5 Sixty days after the assessment is due and remains unpaid, a delinquent Owner shall receive a thirty day payment demand notice from the Enclave at Hamilton Estates Homeowner's Association lawyer.
- 5.6 In the event of non-payment from the Owner after the foretasted thirty day period, the Association lawyer will prepare and file a lien against the Owner's property at the Recorder of Deeds of Lake County and proceed with collection. Once the lien is satisfied it is the property Owners' responsibility to request a release of lien from the Association and record same at the Recorder of Deeds of Lake County.
- 5.7 In the event of extenuating circumstances, the Board shall have the authority to credit back any late charges, which may have been added to an Owner's account.
- 5.8 Owners who are delinquent will be responsible for any and all attorney's fees and costs incurred in collecting unpaid assessments.
- 5.9 Any Owner who submits a check that is returned by the bank for insufficient funds will be charged a fee of \$35.00 and/or any costs charged to the Enclave at Hamilton Estates Homeowner's Association by the bank.

SECTION VI - TRANSFER OF OWNER

- 6.1 A selling Owner must supply a prospective Owner with copies of the Declaration, By-Laws and Rules and Regulations of the Enclave at Hamilton Estates Homeowner's Association so that they are familiar with the provisions contained therein. Copies of

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these documents can be obtained from the Enclave at Hamilton Estates Homeowner's Association for a fee.

- 6.2 The selling Owner must provide the Board with the names and address of the prospective Owner, as well as a forwarding address and telephone number for themselves.

- 6.3 Upon fifteen days notice and upon written documentation that paragraphs 6.1 and 6.2 have been complied with, the selling Owner may request a closing letter from the Board setting forth the amount of any unpaid assessments, if any, status of violations against the subject property and other charges due. The Board is authorized to collect a fee for this service. See *Exhibit "B"*.

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**EXHIBIT "1"
WITNESS VIOLATION COMPLAINT**

WITNESS: Name: _____

Address: _____

Telephone: _____

ADDITIONAL WITNESS: Name: _____

Address: _____

Telephone: _____

ALLEGED VIOLATOR: Name: _____

Address: _____

Telephone: _____

VIOLATION DATE: _____ VIOLATION TIME: _____

SECTION OF CC&R, BY-LAWS OR RULES AND REGULATIONS VIOLATED: _____

WITNESS' OBSERVATIONS:

WERE ANY PHOTOGRAPHS OR RECORDINGS MADE? Yes _____ No _____

Include all tapes, photographs and details, i.e. vehicle model, color, license number with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made and the name of anyone else that was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS AND, IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature: _____ Date: _____

**ENCLAVE AT HAMILTON ESTATES HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
EXHIBIT "2"
NOTIFICATION OF SALE**

Seller must submit this completed form 30 days prior to the closing date. The processing fee is \$100.00.

Date: _____ Property Address: _____

SELLER: Name(s) _____

Current _____ Forwarding _____

Address _____ Address _____

Home Phone _____ Home Phone _____

Office Phone _____ Office Phone _____

BUYER: Names(s) _____

Current _____ Forwarding _____

Address _____ Address _____

Home Phone _____ Home Phone _____

Office Phone _____ Office Phone _____

Purchaser(s) and Seller(s) hereby state that the seller has provided the purchaser with the Declarations, By Laws and Rules and Regulations that govern the * Homeowners Association. The purchaser(s) hereby acknowledge and represent that they will comply with all provisions of the CC&R's, By Laws and Rules and Regulations.

Seller's Signature

Date

Seller's Signature

Date

Purchaser's Signature

Date

Purchaser's Signature

Date