

Dutch Creek Homeowner's Association

Rules and Regulations

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Article 1 – Introduction

Our Declaration of Covenants, Conditions and Restrictions (“Declaration”) authorizes the Board of Directors to promulgate Rules and Regulations in regard to the maintenance, operation and use of Lots and the Common Properties in the Community (See Clause IV, Section 20). These Rules and Regulations have been drawn up by the Board of Directors, to provide guidance to the Members related to the conditions of ownership of their Lots. All of the terms in these Rules and Regulations, to the extent not defined herein, shall have the same meaning as set forth in the Declaration.

The guidelines presented in this document are derived from several sources including the general practice of other Associations, state and local ordinances and the Declaration and By-Laws of the Association. However, Owners are encouraged to review the Declaration and By-Laws themselves first, before taking any action related to use, occupancy or improvement of his/her Lot.

Article 2 - Association Governance

A. **Board of Directors:** Dutch Creek Homeowner's Association ("Association") is an Illinois not for profit corporation. Pursuant to the Association's By-Laws ("By-Laws"), the entity responsible for the administration of the Association on behalf of the Owners is the Board of Directors. It is a limited “government” designed to maintain and protect the investment you have made in your home. It accomplishes this by establishing standards for Dutch Creek Estates (the “Community”) and by requiring all homeowners and their tenants and/or guests to adhere to these standards. The Board is obligated by law to adhere to the requirements of the Association’s Declaration of Covenants, Conditions and Restrictions (“Declaration”) that has been recorded with the McHenry County Recorder as a legal restriction on the title of each of our homes.

The Board of Directors is elected by the homeowners at the Annual Homeowner Meeting. The Board of Directors, once elected, then elects the officers. Each officer serves a two-year term. Members of the Board of Directors may serve no more than two consecutive terms. The exception being that if a member is appointed to complete a term of a Board member who has vacated the position before the term is completed, that member may complete the partial term and then serve two additional consecutive terms.

The duties and responsibilities of the Board of Directors and officers of the Association are set forth in detail in the By-Laws.

B. **Annual Meeting:** The Association’s Annual Meeting for Board of Directors elections is held in June of each year or on an alternate date as defined by the Board of Directors. All homeowners who are current with their assessments are eligible to vote and to serve on the Board.

C. **Board Minutes:** The proceedings at all Board meetings are kept in the form of minutes and retained by the Secretary of the Association. These minutes are open for all Association members to review upon advance written request.

Article 3 - Architectural Controls

A. **General:** Each Owner shall have the obligation to maintain in good condition and repair his/her Dwelling, driveway, patio, walkways, landscaping, shrubs, trees, etc. Also, the Owner is responsible to maintain in good and functional condition the surface water drainage facilities located on the Owner's Lot and may not obstruct, alter or in any way modify the established drainage pattern from or over any Lot as originally designed.

B. **Architectural Review Committee:** The Architectural Review Committee (ARC) is appointed by the Board and is directed by it to review all requests for exterior and structural improvements, additions and changes within Dutch Creek Estates. No changes may be undertaken without prior written approval by the ARC.

C. **New Construction/Constructions Changes:** Prior written ARC approval is required where changes affect the exterior appearance or landscaping of any Dwelling or portion of the Community including, without limitation, the construction or installation of a dwelling, sidewalks, driveways, parking lots, decks, patios, courtyards, swimming pools, tennis courts, greenhouses, playhouses, or play structures, awnings, wall, fences, exterior lights, garages, guest or servants' quarters, or other outbuildings, nor shall any exterior addition to or change or alteration therein be made (including, without limitation, painting or staining of any exterior surface) without prior written ARC approval.

In general, an Architectural Review Committee Request Form substantially similar to Exhibit A attached, must be submitted, along with all other submittals required by the ARC policies and procedures, as amended from time to time.

After submittal of a complete application package, the ARC shall review the proposal and consider the request in accordance with established standards including the harmony of external design, location, and appearance in relation to surrounding structures and topography. Upon completion of the review, ARC will return to the Owner their written decision on the requested modification.

Construction is not permitted on Sundays unless for an emergency or by way of an approved variance by the Board. Any construction begun must be completed within one year. The ARC may monitor for compliance all subsequent construction.

D. **Landscaping Approval:** To preserve the aesthetic appearance of the Community, no landscaping, grading, excavation, or filling of any nature whatsoever shall be implemented or installed by any Owner unless previously approved by the ARC. A request (Exhibit A) shall be submitted to the ARC containing all necessary submittals required by the ARC policies and procedures. Furthermore, no hedge or shrubbery planting or tree which obstructs sight-lines of streets and roadways shall be placed or permitted to remain on any lot or dwelling. No Owner shall be entitled to cut, remove, or mutilate any trees, shrubs, bushes, or other vegetation having a trunk diameter of four (4) inches or more or having a height of four (4) feet above ground level, without prior approval of the ARC.

Dead or diseased trees, shrubs, bushes, or other vegetation which are inspected and certified as dead or diseased by the ARC, the Board or its representatives shall be cut and removed promptly from any Lot by the Owner. Failure to do so after ten (10) days' notice may cause the Board to remove same and bill the cost of said removal to the Owner.

E. **Village Permits:** Depending on the nature of the modification, building permits may be required by the Village of Johnsburg. Owners are responsible for obtaining the proper permit.

F. **General Restrictions:** Clause IV of the Declaration sets forth detailed General Restrictions related to the improvement on and use of your Lot. You should familiarize yourself with this section of the Declaration, particularly as it relates to the placement of any items on your driveway, or your Lot or attached to your residence.

G. **Decorations:** Seasonal decorations and hardware or lighting may be installed no earlier than one (1) month prior to the holiday and must be removed within 1 month after the holiday, weather permitting. Birthday or birth announcements are allowed but must be removed after two (2) weeks.

H. **Unsignliness:** No clothes, sheets, blankets, laundry or articles of any kind shall be hung out or exposed on any part of a Lot or Common Area. Owners are responsible for keeping their property and the Common Areas free and clear of rubbish, debris and other unsightly material. Newspapers are not allowed to be left on the ground. If you are going to be away for any length of time, please make arrangements with a neighbor or friend to pick them up or put a stop on delivery.

I. **Fire pits:** An Owner must comply with any applicable ordinances before a fire pit is used. Fire pits will not be allowed to be erected on any Common Area.

J. **Signage:** No Signage of any kind shall be permitted anywhere within the Subdivision except for the following:

(i). Signs provided and installed by the Village of Johnsburg or other civil authority;

(ii). Signs at the entrance to the Subdivision identifying it as Dutch Creek Estates;

(iii). One (1) sign with a sign face area of not more than nine (9) square feet, located on the parcel, for the sale or rent of a residential home or Lot;

(iv). Site identification signs listing the phase, Lot and house numbers, the name of the Owner(s) and the general contractor (only) which may be installed on the Lot, but only during the actual construction of a residence thereon;

(v). Political signs and garage sale signs are allowed to be posted as long as they are in compliance with the Johnsburg Village ordinance pertaining to such signs. Once the election or sale has been held such signs shall be immediately removed.

Article 4 - Annual Assessments

A. **General**: The Association is funded by an annual assessment that is required to be paid by each Owner in one annual installment. All received payments will first be applied to the oldest balance unpaid as of receipt. The annual installment is due by the last day of each month in which a billing has occurred, unless the Owner has received an extension from the President of the Association.

B. **Late Charge**: A late charge of \$25.00 will be assessed to an account if there is any unpaid balance after the last day of the month billed. This unpaid balance may include assessments, previous late charges, interest and other amounts due to the Association under the By-Laws and rules that have not been paid.

C. **Liens**: If the assessment is not paid within 15 days of the last day of the month billed the property is subject to the placement of a lien.

D. **Returned Check Charge**: If any check written to the Association is returned by the bank for any reason, NSF bank charges will be assessed directly against the Owner's account. After the 2nd offense, certified funds will be required.

E. **Collection**: The Association reserves the right to initiate collection proceedings against any Owner that is delinquent or use any other legal remedies authorized by the Declaration. All court costs, attorney fees and related administrative costs associated with the collection process will be charged against the Owner's account.

F. **Special Assessments**: From time to time the Association may levy special assessments. All of the above requirements related to the payment and collection of annual assessments applies to the collection of special assessments.

Article 5 - Wetlands, Lakes and Open Space

The Dutch Creek Estates Community includes a unique natural setting of open spaces, ponds and woods which provides an exceptional quality of life for our residents and a home to many birds and animals.

There are restrictions contained in our Declaration and plats of subdivision on many Lots within the Community to preserve and maintain this ecosystem. The wetland areas have certain restrictions which prohibit activity, as set forth in Clause IV section 19 of the Declaration. Your Association takes its responsibility as steward of these areas very seriously and requests our homeowners and residents to do their part to protect, nurture and preserve these natural areas.

Article 6 - Association/Insurance

A. **General**: The Association obtains and maintains policies of insurance covering general liability for the Common Property grounds, its officers and contractors or agents and other coverage as required by law

B. **Owners Insurance**: Each homeowner is required to maintain at their own expense insurance coverage for their own lot and residence.

C. **Accidents**: Accidents on Common Area involving personal injury or property damage must be reported to the Board as soon as possible by anyone involved in or witnessing the accident or discovering its effects.

Article 7 - Enforcement

A. **Declaration Provisions**: The Board of Directors shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declarations, By-Laws and Rules and Regulations. Failure to enforce any Covenant, Restriction, By-Law or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.

B. **Fine System**: A violation of any Covenant, Condition, Restriction or Rule shall be subject to a fine not to exceed \$500 per violation and revocation of privileges, until the fine is paid and the violation is corrected. Any offense not corrected within the required time frame will be considered an additional offense and will be handled as set forth in the schedule below. Where there is a conflict between fine amounts, the higher fine amount will apply. The following is the fine schedule which generally applies:

1 st offense	Warning letter and 15 days to correct/ Request a hearing
2 nd repeat/uncorrected offense	\$50 and 15 days to correct
3 rd repeat/uncorrected offense	\$100 and 15 days to correct
Subsequent repeat/uncorrected offenses	Fine not to exceed \$500

The owner will also be responsible for all legal costs related to the enforcement action taken by the Association and the costs of the filing and prosecution of any lawsuits versus the owner.

The right to modify such fines, penalties and charges shall be at the discretion of the Board. The Board reserves the right to add additional costs for the repair of damaged property or goods resulting from the violation. In addition, the Board has the authority to assess a daily fine for each day of non-compliance. Any offense not corrected within the required time frame will be considered an additional offense and will be handled accordingly including the placement of a lien against the subject property.

C. **Procedural Rules:** If an Owner is accused of an alleged violation of any of the provisions of the Declaration, By-Laws and/or Rules of the Association, the following shall occur:

1. The Owner shall receive a "Notice of Violation" similar in form to Exhibit B. This notice will be sent via both First Class and Certified Mail, return receipt requested, and may be issued by the Board or the Association's attorney.
2. If the Owner feels that the violation has been wrongfully or unjustly charged, a written protest must be filed with the Board requesting a Hearing with the Board of Directors. The Protest must be in writing and it must be received by the Association within fourteen (14) days after the date of the "Notice of Violation."
3. Should no protest be filed within this time frame, the allegations of the "Notice of Violation" shall be considered true and taken as if confessed.
4. Should a protest be filed, a Hearing on the matter shall be scheduled with the Board of Directors for the next scheduled Board Meeting after receipt of the written protest. Notice of the date, time and location of the Hearing will be sent via First Class Mail and Certified Mail, return receipt requested.
5. At the Hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board shall state its determination. The decision of the Board shall be final and binding on the Owner. Notification of the Board's determination will be mailed to the Owner on a "Notice of Determination" form similar to Exhibit C.
6. Payment of any fines assessed under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time.

Notices are deemed made when deposited in the United States mail, postage prepaid, to the Owner.

Owners are responsible for violations and fines caused by their tenants, relatives and guests.

D. **Payment of Fines:** An Owner fined under this policy shall pay all charges within thirty (30) days of the notification that such charges are due. Failure to make the payment within this time shall subject the Owner to all of the legal or equitable remedies necessary for the collection of same, including Forcible Entry and Detainer. All subsequently received payments will first be applied to the oldest balance unpaid as of receipt.

E. **Repeat Offenses**: Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action including injunctive relief, Forcible Entry and Detainer or filing a lien. All reasonable attorney's fees and administrative costs incurred will be charged back to the Owner's account.

F. **Additional Demands**: Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Illinois Not for Profit Act, the Declaration and By-Laws and the Rules and Regulations of the Association.

G. **Additional Action**: The remedies stated herein are not exclusive and the Board may, in addition, take any action provided in the Declaration and By-Laws to prevent or eliminate violations thereof or of these Rules and Regulations. The Board does not undertake any responsibility to take corrective action. However, the Board in its sole discretion has the authority to remove or correct any violation, upon delivery or posting of notice, in an emergency situation that poses the potential for damage to persons or property. Any costs for correcting such violation will be charged against the Owner.

The foregoing RULES AND REGULATIONS have been approved and adopted as of _____, 2013 by the Board of Directors of the Association.

Dutch Creek Homeowner's Association

ARCHITECTURAL REVIEW COMMITTEE REQUEST

Owner's Name (Print): _____

Address or Lot #: _____

Home Phone: _____ **Work Phone:** _____

Description of Proposed Improvement or Addition: (In addition to the description, please provide 2 copies of plans, stamped plans for new construction will be required, including drawings, sketches, brochures, blueprints, and color samples as applicable for use by the Architectural Review Committee.)

Owner's Signature: _____ **Date:** _____

===== FOR ASSOCIATION OFFICE USE ONLY =====

Approved _____ **Approved as Noted** _____ **Not Approved** _____

_____ **Architectural Review Committee** _____ **Association Board**

Signature _____ Signature _____

Signature _____ Signature _____

Signature _____ Signature _____

Signature _____ Signature _____

Note: Any change and/or addition to an existing _____ requires the approval from both the Architectural Review Committee for _____. A copy of this form will be submitted to the chairman of the Architectural Review Committee for _____.

Send completed requests to: _____

Dutch Creek Homeowner's Association

VIOLATION NOTICE dated _____ . 20

TO: _____

You are hereby notified, as the Owner of the property at the above address, that the following described violation of the Association's Declaration, By-Laws or Rules and Regulations has occurred on _____, 20____:

This is the [first/second/third] time you have received a Violation Notice for this conduct. Previous notices were sent on _____.

If you wish to protest this notice and believe that a violation has not occurred, you must take the actions outlined in the Association's Rules and Regulations, Article 7 – Enforcement.

If you wish to dispute this notice, you may request a hearing by signing, dating and returning this notice within fifteen (15) days to _____ at the address below. The hearing is your opportunity to present your side of the issue to your Board of Directors. After your request has been received, you will be notified by mail of the date, time and location of the hearing. Hearings are normally held at the next scheduled meeting of the Board of Directors.

If you fail to request a hearing or if you fail to appear at a hearing once it has been scheduled, this conduction will be considered an admission by you that the above described violation exists or occurred. Please note that any fines, charges, costs, expenses and legal fees associated with this notice may then be assessed against you and added to your account.

Respectfully,

The Dutch Creek Homeowner's Association

I request a hearing with the Board of Directors on the above matter.

Signature

Date

Address of Property

Mail to:
Dutch Creek Homeowner's
Association
[enter address]

Dutch Creek Homeowner's Association

NOTICE OF ACTION REGARDING VIOLATION NOTICE

TO: _____

DATE: _____

You were sent a Violation Notice dated _____ regarding an alleged violation for _____ of the Declaration, By-Laws or Rules and Regulations of the Association. After the mailing of the Violation Notice, the following occurred:

- _____ You did not request a hearing and you waived your right to address the board.
- _____ You did not request a hearing but chose instead to respond to the Board in writing.
- _____ You did request a hearing but failed to attend as scheduled.
- _____ You attended the hearing and discussed the alleged violation.

The Board of Directors considered the complaint and reached the following determination:

- _____ It was determined no violation occurred and no action will be taken.
- _____ It was determined that a violation occurred but no action will be taken. If a similar violation occurs in the future, it will be considered a subsequent violation and processed accordingly.

_____ You are directed to correct the condition resulting in the violation. This must be completed [by _____/immediately]. (It is the Owner's responsibility to notify the Association as soon as this has been done. A fine of \$___ per day will be assessed against your account for each day that the condition is not corrected after the above deadline).

_____ Damages, expenses and administrative charges in the amount of \$___ have been assessed against your account. Payment is due within 30 days.

_____ Legal expenses in the amount of \$___ have been assessed against your account. Payment is due within 30 days.

_____ Damages have occurred or an Architectural Violation exists. You are directed to repair or correct the violation at your own expense [by _____/immediately].

_____ This violation is a subsequent repeat/uncorrected offense. The Association's attorney has been instructed to inform you that legal proceedings will be instituted if further violations of this nature occur. All expenses resulting from this notification and subsequent notifications will be assessed directly to your account.

This decision by the Board of Directors is binding and final. Please review the determination of the Board and react as directed above

By: _____

Title: _____