

**RULES AND REGULATIONS / 2016
SOUTH BARRINGTON LAKES ASSOCIATION**

These Rules and Regulations have been adopted in accordance with the authority set forth in the Covenants, Conditions and Restrictions and the Bylaws for the South Barrington Lakes Association. These Rules and Regulations have been adopted with the intent of providing the residents of South Barrington Lakes with a set of guidelines and expectations for minimum standards of property maintenance in the subdivision. It is our hope that communicating and enforcing these standards will help us to maintain a first class neighborhood. It's our expectation that these rules will be reviewed on an on-going basis by the Board of Directors.

The board does not expect to act like a police department with these policies. These rules will be most effective if neighbors who witness rule infractions register a complaint with the board. Each resident's cooperation and participation is encouraged.

Respectfully submitted,
The Board of Directors of
South Barrington Lakes Association

I. Architectural Control

- A. One of the primary responsibilities of a homeowner's association is to maintain control over aesthetics and appearance of the property.
- B. The Covenants, Conditions and Restrictions of the Association set forth certain Architectural Controls on any structure built or erected on any Lot within the Association. No dwelling house or accessory building shall be erected on any Lot and no alteration costing more than \$2,500 shall be made to any dwelling until and unless the plans and specifications have been submitted and approved in writing by the Board or the committee established by the Board for that purpose.
- C. Exterior Maintenance: Each Owner shall be responsible for the maintenance, repair and replacement of his Lot and the improvements thereon as set forth in the Covenants and as follows:
 - 1. Each Owner shall be responsible for maintaining the improvements on his Lot so that there shall be no peeling paint on any of the improvements and all exterior finishes on said improvement shall be kept in good repair.
 - 2. Each Owner shall be responsible for maintaining the driveways on his Lot and shall promptly repair any driveways which fall into disrepair including, but not limited to, heaving or collapsed culvert pipes, crumbling or deteriorating asphalt, concrete or bricks. Weed or vegetation growth in driveway surfaces shall be removed. Any grass remaining on the driveway or street after mowing shall be cleaned off after mowing.
 - 3. Mailboxes shall be in good condition and mailbox posts shall be in good condition and shall be straight, within 2" of plumb.

4. Swing sets / temporary structures shall be located behind the rear building line of the house, and shall also be located behind the house (not on the side). If a situation exists which doesn't allow that location, a request shall be made to the architectural control committee for an alternate location. These structures shall also not be located within the set backs.

D. Landscaping: Each Owner shall be responsible for maintaining the landscaping and grass on his Lot as set forth in the Covenants and as follows:

1. No landscaping shall be neglected.
2. Owners shall keep the weeds and lawn grass on their Lots under control so that they are not to exceed eight (8) inches in height anywhere on the property. Including, but not limited to, driveways, flower beds, around trees and culverts.
3. Owners shall remove any and all dead or fallen trees, including broken limbs and branches, from their Lots in a timely manner. In addition, stumps from the removed trees must be completely removed or ground immediately. The area where the tree was removed must be leveled and new dirt and seed (or sod) installed; or a new tree may be planted in lieu of seed or sod.
4. Ditches and swales must be kept clear and properly maintained. Proper maintenance includes ensuring that there is no exposed drain piping running parallel in the ditch, as well as maintaining the grass in the ditch to the same height as the grass on the rest of the property. Also, culvert pipes must remain open and not blocked. If rocks are placed on top of the culvert pipe ends, they must be installed in a secure method. Any flagstones placed on culvert pipe ends must be level.

*** Anyone in violation of the above architectural control rules will first be given a warning and a reasonable amount of time to correct the violation prior to fines being issued.

E. Sprinkler Systems may not draw from lake water:

No owner/resident may use the lake for irrigation purposes. Any owner/resident who has a system which uses the lake for irrigation purposes, and has registered it as of October 1st, 2012, may continue to use it and will be considered "grandfathered" from this rule.

The following properties are registered and grandfathered:

1 Lexington, 5 Lexington, 11 Lexington, 13 Lexington, 21 Lexington,
44 Mundhank, 1 Champlain, 3 Champlain, 17 Champlain, 6 Yorktown and 7 Yorktown.

II. External Control

A. Non-Permitted Vehicles: Pursuant to Article VII, Section 5 of the Covenants, no campers, (commercial) vans or pick-up trucks, recreational vehicles and other types of non-passenger vehicles and accessories may be kept on any Lot unless the same are fully enclosed within the garage located on such Lot. Boats and trailers also fall into this category and are not permitted. Other vehicles which are allowed to be parked in driveways must be parked on paved surfaces and not parked in the grass.

B. Pursuant to Article VII, Section 7, no Lot shall be used or maintained as a dumping ground for rubbish.

1. Trash, garbage or other waste shall not be kept on any Lot except in sanitary containers.

2. Prolonged storage of construction or landscape material on the property is prohibited.

3. Garbage may not be placed at the street prior to 3pm the day before pickup. In addition garbage cans must be removed from the street by midnight the day of pickup.

C. Garage / Estate Sales

1. Garage / estate sales are limited to one (1) per household per year.

2. The sale must be held within the hours of 8:00 am to 6:00 pm and cannot exceed three (3) consecutive days.

3. An application form must be filled out and is available on the website. The form must be submitted at least one week prior to the sale.

4. Any signs advertising the sale must include the times of the sale. Signs shall not be placed sooner than the day before the sale and must be removed immediately after the sale on the last day.

5. Items which may be sold at these sales are personal household items from your residence only. Other items may not be brought in from outside sources or other residences. This is not meant to be a commercial business.

6. Violators of these garage / estate sale rules are subject to a \$200 per day fine for each violation.

7. It is the expectation that if your neighbor's property is damaged as a result of the sale, you shall be responsible for the costs involved to repair it.

D. Signs

No advertising sign or billboards of any kind shall be displayed to the public view on any Lot, except one professional sign of not more than one square foot, or signs used by a builder to advertise the Property during the construction and sales period, which signs shall be in compliance with the applicable ordinance of the Village of South Barrington.

Article 7, section 4 of our Covenants, Conditions and Restrictions, as stated above, regulates the display of signs. This section was intended to allow signs for the purpose of selling a property only. Other advertising signs are not permitted including "for rent" signs.

E. Beach Rules

1. The South Barrington Lakes' Park and lake are for the exclusive use of the South Barrington Lakes Residents and their guests accompanied by a resident.

2. Daily hours are from 6:00am to 9:00pm.

3. Swim at your own risk; no lifeguard on duty.

4. No glass containers allowed.

5. No littering allowed.

6. No "open fires" on the beach or barbeque grills in the gazebo.

7. Children under 10 years of age must be accompanied by an adult.

8. If any resident wants to host a party or event at the beach/park, they must obtain written permission from the board. A refundable deposit of \$200 must be submitted in advance

III. Enforcement

A. If someone is believed to be in violation of any of the provisions of the Covenants, By-Laws or Rules and Regulations, complaint must be submitted by an Owner, a resident or a member of the Board of Directors. Owners are responsible for the conduct of all residents and guests occupying or visiting their property.

B. The person charged with the violation will be given written notice by certified mail of the complaint, informing him of the alleged violation and (1) will be given a warning not to repeat the conduct alleged or (2) notification of a fine or punitive action, and the opportunity to request a hearing to contest the alleged violation and fine within ten (10) days upon receipt of said notification. If an Owner fails to request a hearing within the ten (10) days following receipt of a Notice of Violation, the Owner shall be deemed to waive his right to a hearing, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate punitive action, if deemed necessary by the Board, may be imposed.

C. If a hearing is requested, the Owner will have the opportunity to present a defense and respond to accusations. All hearings will proceed with or without the presence of the accused Owner, so long as notice has been sent in advance. The findings of the hearing will be submitted to the Board of Directors, for disposition at its next regularly scheduled meeting. If the Owner will be having an attorney appear with him or her at the hearing, the Association must be notified not less than five (5) days prior to the date of the hearing to allow the Board to determine and arrange for one of its attorneys to be present at the hearing. If the accused owner is found guilty of the violation, then any and all legal fees incurred by the association will be paid by the said owner.

D. The hearing will proceed based upon witness complaints and/or witness testimony. The Board/Committee will weigh all evidence prior to rendering a finding. All hearings shall be closed.

E. If any resident is found guilty of a violation, the Board will notify the guilty party in writing and a fine may be charged to the assessment account of the Owner of the property in which the guilty person resides and collected with the assessments.

F. There will be a \$25.00 fine for the first violation, unless a higher fine is set within the rules, or the Board determines a higher fine should be assessed based upon their review of the violation. Continuing violations may incur a daily fine of up to \$25.00 per day.

G. In the event of any violation of the Rules and Regulations, Covenants or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Owner at the time they are incurred.