

# *Eagle Chase Homeowners Association Inc.*

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## *Rules and Regulations*

It is the responsibility and duty of the Board of Directors, hereafter, referred to throughout this document, as the "Board," to manage the Eagle Chase Homeowners Association Inc., a duly registered Not-for-Profit Illinois Corporation, for the continuing benefit and value increase of the property owners. To insure efficient operation consistent with the Articles and By-laws of the Corporation, and on the advice of legal counsel, under the powers granted the Board by Illinois Corporate law; the following rules will be effective thirty (30) days after the first Eagle Chase Homeowners Association Inc. Annual Meeting on May 29, 2002.

1. In an effort to maintain pleasing community standards, All exterior architectural changes must be approved by the Board. Application for approval must be in writing to the Board and accompanied by an architectural rendition (Drawing or Plans) of before and after. Examples of, but not limited to, said architectural changes are: Room Additions, Garage Extensions or additions, Solar rooms, Green Houses, Porches, Dormers, Mud Rooms, relocation of Windows or Doors, Bay Windows, Exterior Color scheme changes, Gazebos, Sidewalk and Driveway alterations etc. Approval will be granted in keeping with the original architectural design of the property in order to maintain property values.
  - A. Building Permits issued by local government do not constitute approval by the Board and do not supersede the authority of the Board as per Illinois law.
2. All Fences, Patios, Decks and Pools must be approved by the Board prior to installation. Application for approval must be in writing to the Board and accompanied by an architectural rendition or drawing on a copy of the Platt survey given to the owner at closing. Fence styles must be from the approved list contained in the By-laws of the Eagle Chase Homeowners Association Inc.
  - A. Note: Local Government safety regulations regarding Fence height for the installation of a pool will take precedence over the By-law stated Fence heights.
  - B. Lots that abut (touch) 135th Street and/or VanDyke Road are subject to different regulations regarding fences, contained in a "Variance" granted by the Village of Plainfield in response to a change in the "Village Fence Ordinance" to which this development is subject. Fence style, height, color and exterior planting are subject to additional restrictions and requirements. Please contact the Association for further information before contemplating any construction or maintenance of a fence on any perimeter lots.
3. Maintenance and Repair: The home and property shall be maintained in good condition at all times. This includes, but not limited to: exterior paint and trim, siding, brick or other facing materials, windows, entry and garage doors, roofs, shingles, eaves/soffit, gutters/downspouts, chimneys, porches, railings, fences, driveways, landscaping or other externally visible portions of the dwelling and property.

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4. Assessments: (Dues) will be paid as one annual payment, due on April 30, of the stated calendar year. Payments received late will be assessed a \$25.00 Late Charge. A charge of \$30.00 will be assessed for all returned checks.
5. All Assessments (dues) and Fines more than thirty (30) days past due will subject to delinquent interest assessed monthly at the highest rate allowed by the State of Illinois in addition to the late charge. There will be no interest accrued on the Late Charge.
6. Complaints: Upon written notification by an owner, any and all complaints will be investigated by the Board of Directors for possible rule violation. The complainant will receive a response in regards to corrective action. All complaints are confidential and not subject to member review as per the Federal "Freedom of Information Act."
  - A. Upon written notification by an Eagle Chase Property Owner of a violation of the By-laws, the Board will inspect and serve written notice of said violation to the offending owner to bring the violation in compliance with the Articles and By-laws.
  - B. Items deemed portable, not by design permanently anchored to the ground, will be given fourteen (14) days from the date of written Notice of Violation to be in compliance with the By-laws. Failure to comply will result in a fine of \$50.00 per day assessed from the 15th day of notice until compliance.
  - C. Items deemed not portable, by design permanently anchored to the ground, will be given thirty (30) days from the date of written Notice of Violation to show contracts or work orders that will result in compliance with the By-laws. Failure to comply will result in a fine of \$50.00 per day assessed from the 31st day of notice until compliance.
  - D. Unless compliance is visually evident prior to the notice date, it is the responsibility of the party served the Notice of Violation to make an appointment with the Board to schedule an inspection to verify compliance with the By-laws. The date of inspection shall be the date of compliance with respect to fines if violation is corrected.
  - E. All fines relating to the above clauses will be payable on the first day of the month following the Notice of Violation unless the Notice of Violation was issued after the Twenty-first (21st) day of the month. In the case of the latter, payment is due on the first day of the second (2nd) month following the Notice of Violation. Payments are due even if the Condition of Violation has not been rectified.

Assessments and Fines more than ninety (90) days delinquent will result in notification to your lender and assessment of your escrow account. In the event of no lender or inaction on the part of your lender, legal action and/or liens will be

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recorded against the property. Court action may be undertaken on Assessments and Fines more than 120 days delinquent. Repeat offenders (within a 120 day period) for the same offence shall have only two days written notice before fines accrue.

7. All costs relating to Legal expenses, Process Servers, Liens, Attorney fees and Court costs shall be born by the party (owner) in violation of the By-laws. At no time shall the Eagle Chase Homeowners Association Inc. bear liability for the cost of enforcement of the By-laws.
8. Trash, Garbage or Waste Containers may be placed at the curb up to 24 hours prior to a scheduled pickup. Due to decomposition and odor, Yard Waste, in approved Recycling Bags may be stored outside of the dwelling unit or garage as long as the aforementioned Recycling Bags are in a location on the property not visible from the street side(s) of the property until a period of 24 hours prior to the scheduled pickup when they may be placed at the curb.
9. As per the Inclusions for Covenants and Restrictions – Exhibit D, Section A-4; The Repair or Maintenance, other than cleaning, washing and waxing, of any motorized vehicle shall not be permitted except within the confines of the garage of a dwelling.
10. Parking Regulations: As per the Inclusions for Covenants and Restrictions – Exhibit D, Section A-7; No Camping Trailers, Boats, Mobile Homes, Utility Trailers, Lawn Tractors/Lawn Equipment (plows, roto-tillers, etc.) including Bicycles, Carriages or other articles of personal property, or any vehicle (car, van, trailer or truck) with lettering, signage or work related equipment (including but not limited to, ladders, pipes, racks, large tool storage boxes, etc.) shall be parked, stored or left, permanently or temporarily; on any lot or portion thereof, except in the Garage of said lot. Vehicles making a service call shall be permitted for the reasonable duration of delivery or service.
11. Children’s Wading Pools: Per Article VI Section 4. A wading pool shall be defined as a temporary (non permanent ) easily portable structure less than 22 inches in total depth from it’s highest point above the finished grade adjacent to the wading pool, with no portion beneath the surface of the ground. There will be no electrical connections or powered filtration system(s). In keeping with the increased concern for insect abatement and control along with disease prevention, children’s wading pools are allowed to be in place for no more than 72 hours; at which time, they must be emptied and removed for a minimum continuous period of 24 hours.
12. Window Air Conditioners: Window air conditioners are prohibited in the front of the home and any area easily visible from the street. Window Air Conditioners may be positioned in the rear of the home and should be kept in good working order so as not to disturb the neighbors around you. Air conditioners should be removed in the winter months or covered with an appropriate appliance cover that is designed to fit the unit.

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13. Clothes Lines: Outdoor clotheslines and “outdoor drying racks,” poles (either temporary or permanently installed) are not permitted.
14. Driveways: are to be maintained in good repair. Brick-paver driveways are to be kept level to the intended slope of the installation plan with re-sanding and/or grouting as necessary and be weed free. Concrete Driveways shall be maintained/ repaired and be kept weed free. Asphalt (blacktop) driveways are to be resealed when necessary to maintain a dark color (minimum of every three years) to extend service life and provide a pleasing appearance.
15. Exterior Lighting: shall be permitted for architectural enhancement or security reasons provided it is directed away from neighboring properties and does not shine into neighboring residences. This item does not require an Association Permit or review but is subject to complaint action if not in compliance
16. Landscaping: is the responsibility of each owner(s). All property visible from the street must be a turf grass lawn and maintained to enhance the value of the community. The front entry portion of each property must have foundation plantings. Any and all landscape beds/foundation plantings are at the discretion of the property owner(s) and should enhance the esthetic appeal and value of the property and be consistent with community standards and good landscape practices. Plants listed or described as “invasive” by the State of Illinois are discouraged.
  - A. All Lawns shall be maintained, routinely cut, neatly edged, weed controlled and not to exceed four inches (4”) in height.
  - B. Landscape beds shall be neatly maintained and kept weed free.
  - C. All Areas not covered with lawn shall be landscaped with bushes, trees flowers, etc.
17. The following items are prohibited: Outdoor Showers, Outdoor fires and Fire Pits that do not meet Village Ordinance Codes, any structure or appliance for burning Trash/Waste, Private irrigation systems (underground lawn sprinklers) using the lake or pond as a source of water, pumping of water from the lake or pond for private use, and any temporary or permanent structure that would make use of the Association Lake or Pond (docks, piers, etc.)
18. Playground Equipment: shall be made of weather resistant materials, preferably wood and natural colors, and maintained in good repair and appearance. All Playground Equipment (including, but not limited to, swing sets, slides, trampolines, etc.) shall be placed in the backyard and positioned far enough from the property boundary so as not to be a nuisance to adjoining properties. This item does not require an Association Permit or review but is subject to complaint action if not in compliance.
19. Seasonal Decorations: shall be in good taste and not offend accepted community standards. Decorations shall not be displayed/positioned/installed more than

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forty-five (45) days before the holiday and be removed thirty (30) days after that holiday. This item does not require an Association Permit or review but is subject to complaint action if not in compliance.

20. Garage Sales: Merchandise Sales, Garage Sales, House Sales, Yard Sales, etc. shall be limited to two (2) events per family per calendar year, not to exceed four (4) consecutive days per event. All signs pertaining to the event must be removed within twenty-four (24) hours after the event. Participation in Association sponsored Community Garage Sales shall not count toward the calendar year family total. This item does not require an Association Permit or review but is subject to complaint action if not in compliance.
21. Signs/Banners: As per Article VII, Exhibit "D, section A-10;" Only the following signs, banners, decorations may be displayed on Lot Owners property:
  - A. One (1) sign of not more than five (5) square feet of surface area advertising the property "For Sale." Real estate corner and entrance signs/open house signs are permitted on Association property, only on the week-ends and must be less than five (5) square feet in surface area, these signs must be removed by no later than 12:00 noon on Monday. Failure to remove corner and/or entrance signs will result in sign removal and a \$25.00 fine per sign per occurrence. Please inform your Realtor of these rules. The property owner will be held responsible for any and all violations and fines.
  - B. Banners/Decorations: Signs, Lawn Decorations and Banners announcing Birthdays, Anniversaries, Births, Sports affiliation are permitted as long as they are properly anchored or secured and are in good taste and current to the season (football/Fall, Basketball, Hockey/Winter, etc.) Signs or Banners must be less than thirty-two (32) square feet in combined surface area and be removed when visibly worn or in place for more than thirty (30) days.
  - C. Political/Election Signs expressing your support/opposition of a candidate or ballot issue may be displayed thirty (30) days prior to a scheduled local election regarding the aforementioned candidate or issue. No more than six (6) signs may be displayed on the lawn or the exterior of the property with a combined surface area of thirty-two (32) square feet or less; furthermore, no one (1) sign may have a surface area greater than six (6) square feet. All exterior political signage must be removed from the property no later than 12:00 noon on the third day following the scheduled election. Lack of compliance will result in fines at the rate of \$25.00 per sign per day, payable by the property owner. Political signage is not permitted on Association property at any time, since as a "non-profit" organization, the Eagle Chase Homeowner's Association, Inc. is; by law, not permitted to advocate, endorse, support or oppose any candidate or issue.

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The previous item does not require an Association Permit or review but is subject to complaint action if not in compliance.

22. In order to promote continuing good governance and fiscal policy, the terms for the Board Members of the Eagle Chase Homeowner's Association Board of Directors shall be three years. One third of the Board shall be elected each year. Nominations for Board Directors shall be accepted at the first open membership meeting of the calendar year and at any time thereafter, by contacting the current Board President or Secretary, up to a period of fourteen days prior to the second open membership meeting of the year, for inclusion on the printed election ballot. Elections for Board Directorship will be held at the second open membership meeting of the year and Proxy Statements will be distributed with the meeting notice. As per our Declaration, names of valid property owners will be accepted at the election meeting as write-in candidates. In the event of uncontested Directorships, a voice vote will be conducted; otherwise, all voting will be by secret ballot with only one valid owner voting and one vote per lot. Ballots and Proxy Statements will be tallied by the Association Secretary; kept on file for three years, and results announced at the election meeting. Directors must be valid listed lot owners in the Eagle Chase Subdivision and may serve multiple terms if so re-elected.
23. Renting or Leasing : As per the Articles of the Eagle Chase Covenant, Exhibit "D", Use Restrictions: Property shall be used for residential purposes only. No commercial enterprise shall be permitted on any lot; therefore, Renting or Leasing, Subletting, Accepting Boarders, Renting Rooms or Basements is prohibited.

Any property currently used for this purpose shall be eligible to be "grandfathered" as allowed by Illinois law, providing the following conditions are met:

1. The present owner/title holder is in compliance with all Eagle Chase Homeowner's Association Rules and local ordinances.
2. The property is occupied on July 16, 2008 by a party other than that of the title holder
3. A letter is sent to the Eagle Chase Homeowner's Association, via "US Postal Service certified return receipt mail" prior to October 30, 2008 showing proof of renting, leasing, or subletting by means of a contract, lease or rental agreement that has been signed on or before July 16, 2008, including the name of the principle tenant/occupant. Illinois law further allows/requires that the Association shall be notified of a change or renewal in principle tenant/occupant, contract, rental agreement and/or lease period, and that said information be kept on file and current.

Upon change of title or re-occupancy of the said property by the titleholder, the grandfathered provision will be terminated and this rule will apply, with the full force of remediation, as stated in the covenant.

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Exceptions for “Hardship” will be considered by the Board of Directors upon application. Examples of Hardship are, but not limited to, Military Deployment, Temporary Job Transfer, Extended Stay in a Convalescent/ Nursing Home, Etc.

24. As per the Illinois Condominium and Common Interest Community Ombudsman Act - H.B. 4658; Procedure for Complaints and Resolution: All complaints shall be filed in written form. (form available on our Website) All complaints must include your address, a description of the violation, address of the violation and state which declaration or rule you believe has been violated. All information will be “confidential” unless required for Court Actions.

- A. The Board of Directors must respond to the complaint in writing within 30 days to acknowledge receipt and intended action.
- B. Upon receipt of a Notice of Violation, the Property Owner(s) may request a Hearing before the Association Board of Directors to dispute the Violation. This Request must be made in writing within 14 days of the receipt of the Notice of Violation. A Hearing will be scheduled for the next “closed” Board Business Meeting. At the aforementioned Hearing, the owner may state their case for why this Violation is in error and come to a resolution of the issue.
- C. If the owner is unable to resolve the disputed Notice of Violation with the Eagle Chase Homeowners Board, the Property Owner(s) has the right to appeal to the Illinois Condominium and Common Interest Community Interest Ombudsman for a binding Resolution at their expense.
- D. The Property Owner(s) must comply with current Association Declarations and Rules while awaiting resolution by the Illinois Condominium and Common Interest Community Interest Ombudsman or accept fines as stated in the Eagle Chase Homeowners Association Rules, Section 6, Subsections A through E.

These rules may be amended or added to by the Board of Directors, as needed, and to be effective and included in the Eagle Chase Homeowner’s Association By-laws, thirty days after presentation at the next Open Membership Meeting. All households will be distributed a copy of the current Eagle Chase Homeowners Association Inc. Rules after the First Annual Meeting and after each Open Meeting if there are changes.

Note: This page replaces the last page of your current copy of the Association Rules.