

# LIVING AT NATURE'S COVE AT VALLEY LAKES ASSOCIATION

RULES AND REGULATIONS

## LIVING AT NATURE'S COVE AT VALLEY LAKES ASSOCIATION

The Association is comprised of 116 Townhomes and maintains the exterior of the Building, including roofs, siding and parking lots, as well as landscaping maintenance and snow removal.

The Board of Directors handles the day-to-day financial business of the community and overseeing of the conduct and performance of all maintenance and administrative services contracted by the Association.

As we wish to maintain an outstanding community, we feel sure you recognize the need for rules and regulations to keep things running smoothly and to ensure a pleasant, comfortable and enjoyable environment. The information contained in this booklet is designed to achieve this goal, as well as to comply with the Association's Declaration and By-Laws and the Illinois Not-For-Profit Corporation Act. Therefore, this Handbook serves as a general guideline.

We also recommend that owners thoroughly review their copies of the Declaration and By-Laws for additional information regarding rights and responsibilities of ownership. Each new resident shall be provided a copy of the Declaration and By-Laws by the previous owner. Per the Association's Declaration Article 14 Section 12; Titled Amendment states that the Rules and Regulations may not be changed or amended without 75% of the eligible members voting.

We would like to stress that our continued success as an effective Association depends on your cooperation and endorsement of the community Association concept. The material in this manual is provided so that you may better understand the conditions of ownership and help us to achieve our goal of encouraging continued increases in our property value while making Natures Cove Association a desirable place to live.

As Board Members we value our community and residents, we hope you will to.

Sincerely,

The Board of Directors- Nature's Cove Association

## Chapter 1 – Administration

Nature's Cove at Valley Lake Townhome Association is a corporation formed under the Illinois Not for Profit Act. Every corporation requires that a Board of Directors be formed. It is a limited government designed to maintain the investment you have made in the property. Standards have been established for the community and all members and/or guests are required to adhere to them. These standards consist of the Declaration, By-Laws, and Rules and Regulations.

The Board of Directors is comprised of 3 homeowners. Each May, Directors are elected by the homeowners at our Annual Homeowners Meeting for a two - year term. The Board of Directors, once elected by the homeowners, determines who will serve the office of President, Secretary and Treasurer. The Board of Directors represents the homeowners and in this capacity has the following responsibilities:

- Conduct and document quarterly Board meetings.
- Conduct annual inspections of the buildings and common grounds.
- Selection and approval of contracted services.
- Approve payments for contracted services
- Appoint special committees, as needed to further the interests of the Association.
- Assure conformance with the approved architectural guidelines.
- Address specific homeowner's requests.
- Assure compliance with recorded covenants, restrictions and regulations.
- Prepare annual budgets.
- Collect and allocate homeowners assessments.
- Maintain adequate long-term repair & replacement reserves.
- Prepare the corporate tax returns.
- Maintain and improve the appearance of the Association Property.

**Members:** Membership in the Association includes every person or entity who owns fee simple title in any lot. Each member has certain rights which are defined in the Declaration of Covenants, Conditions, Restrictions and the By-Laws.

**Assessments:** In order to fund the services which are provided by the Association a monthly assessments is required to be paid by each member. The amount of the assessment and the payment frequency is determined by the board on an annual basis.

**Annual Meeting:** Each May the members of the Association meet to elect members to fill the positions on the Board of Directors. Notices are sent to all members 10 to 30 days prior to the annual meeting.

**Additional Meetings:** The Association has an open Board of Directors Meeting at least four times per year.

**Board Minutes:** The proceedings at all Board meetings are kept in the form of minutes. These minutes are open for all Association members to review.

**Homeowner's information form:** Periodically, homeowners will be required to complete an information form. This form will include contact information and emergency phone numbers. Homeowners are required to complete the form and return it to the Board of Directors within thirty (30) days of being requested. All information will be kept confidential and used only for Association business.

## ***Chapter 2- Architectural Standards***

**1. General:** All alterations, including the Common Property, and interior structural alterations must receive prior written approval from the Board of Directors. **No work may begin until written Board approval has been granted.**

**2. Structural Modifications:** Nothing may be done which will impair the structural integrity of any building or which would structurally change the building.

**3. Equipment Storage:** Tools, equipment and construction materials may be kept or used only within the Dwellings and garages and shall not be kept or used on porches, driveways or Common Property.

**4. Construction Hours:** All construction and renovation work shall be conducted from 7:00 a.m. to 6:00 P.M., Monday – Friday and 8:30a.m. - 6:00 p.m. Saturday. In accordance with the Village of Round Lake ordinances, no construction or renovation work shall be done on Sundays. Owners, residents and their contractors shall be responsible for keeping the property in neat and orderly condition acceptable to the Association, free from accumulation of waste material or rubbish caused by work. If an Owner fails to properly dispose of all construction materials and clean up as provided herein, the Association may do so and the cost thereof shall be charged to the Owner's Assessment account, shall constitute a lien against the Owner's Dwelling and be collectible in the same manner as any regular or special assessment or other common expense.

**5. Dwelling Exterior:** No part of the Dwelling Exterior including but not limited exterior hardware (such as kick plates, door handles and door knockers), doors, screens and light fixtures may be replaced without the express written consent of the Board.

**6. Enforcement:** The Board will serve a violation notice to any owner who fails to obtain written permission prior to performing work. Any work constructed without Board approval must be returned to original condition at the owner's expense.

**7. Administrative Procedure:** Owners seeking Board approval must submit the Architectural Improvement Application \*\*Create the application as exhibit to rules \*\* prior to starting work.

**8. Permits:** Depending on the nature of the modification, building permits may be required by the Village of Round Lake. Owners are responsible for obtaining the proper permits before initiating work.

**9. Restrictions:** No permanent structure of any kind can be placed on the Dwelling, Lots or common Property without prior written consent of the Board.

**10. Satellite/Internet Dish:** Satellite dish location must receive written Board approval prior to installation. Waivers must be approved by the Board to any resident that is requesting to install on the roof. No other antenna's or ham radios are allowed.

**11. Seasonal Decorations:** Seasonal decorations or lighting may be installed no earlier than one month prior to a recognized holiday as determined by the Board. Decorations should be removed within one month after the holiday as weather permits. The Board reserves the right to assess fines for decorations that are not removed within a reasonable amount of time.

**12. Light Fixtures:** All outside light fixtures are to be maintained by the Association and cannot be changed. The Association will not be responsible to replace light sensors or light bulbs.

**13. Grills:** Per Association Insurance, no grills are permitted near any portion of the unit when in use. All grills must be stored inside the garage or unit when not in use. Must be supervised by an adult when in use.

**14. Mailboxes:** The mailboxes are a shared responsibility. The Association owns the structure, the homeowner owns the lock.

**15. Toys and Equipment:** Toys and portable sporting equipment may be used in the Common Property but must be taken down and stored inside the unit daily. No toys or equipment may be left outside overnight. The Board reserves the right to issue fines if rules are not adhered to.

**16. Signs:** No signs advertising or other displays maybe maintained or permitted on any part of the townhome property except; one "for sale" sign no larger than 24" high by 30" wide, may be displayed in the front window of the unit. One reasonably sized political sign maybe displayed two weeks before and one week after any scheduled public election date. Must meet Masters guidelines when displaying signs.

**17. Windows:** No material shall be used as a window or door covering that is not commercially considered to be curtain, drapery, shade, shutter or blind. It is the unit owner's responsibility to have all screens in good working order. Replacement of windows due to age or damage is the responsibility of the homeowner. You must obtain approval from the Board prior to replacing your windows.

**18. Fire Pits:** Per Association's Insurance, no fire pits are permitted near any portion of the unit when in use. All fire pits are to be stored in the garage when not in use. Fire pits are not to be stored or used in common area.

### ***Chapter 3 – Assessment Policy***

**1. General:** In order to fund the services which are provided by the Association a monthly assessment is required to be paid by each member. No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of such Owner's Lot. The amount of the assessment and the payment frequency is determined by the board annually.

**2. Due Dates:** The monthly installments are due on the 1<sup>st</sup> of each month. Assessments will be considered paid on time if they are received by the 15<sup>th</sup>, of the month.

**3. Late Charges:** A late charge of \$25.00 will be assessed to an account if monthly assessment is not paid by the 15<sup>th</sup> of each month.

**4. Returned Check Charge:** If any check written to the Association is returned by the bank for any reason, a \$50.00 administrative fee, late fees and NSF bank charges will be assessed directly against the owner's account. After the 2<sup>nd</sup> offense, certified funds are required.

**5. Collection:** The Association reserves the right to initiate collection proceedings against any owner that is delinquent in their monthly assessments. All court costs, related attorney fees and related administrative costs associated with the collection process will be charged against the owner's account. Legal action to collect any unpaid balance will be taken after an account is Sixty (60) days behind.

**6. Violations:** Any fines assessed by the Board for violations of the Declaration, By-Laws or the Rules and Regulations must be paid within (30) days of the Board's decision. Any fines that are not paid within this time frame shall be subject to legal action.

**7. Special Assessments:** From time to time the Association may levy a special assessment. All of the above requirements also apply to special assessments.

**8. Privileges:** Voting rights are automatically revoked if the owner's account has any unpaid balance. Once all unpaid balances have been satisfied voting rights will be reinstated.

### ***Chapter 4 – Enforcement of Rules***

**1. 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 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.

**2. Fine System:** A violation of any Covenant, Condition, Restriction or Rule shall be subject to a fine not to exceed \$1,000.00 per violation and revocation of voting rights 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. The following is the fine schedule that applies. Once the fine has been paid in full and the violation has been corrected voting rights will be reinstated. All fines are to be paid in full within 30 days.

1 <sup>st</sup> Offense	Notice of Violation/7 days to correct
2 <sup>nd</sup> repeat/uncorrected offense	\$50.00 and 7 days to correct
3 <sup>rd</sup> repeat/uncorrected offense	\$100.00 and 7 days to correct
Subsequent repeat/uncorrected offenses	Fine not to exceed \$1000.00 plus legal action

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. Any offense not corrected within the required time frame will be considered an additional offense and will be handled accordingly.

**3. Procedural Rules:** If an owner is accused of an alleged violation of any of the provisions of the Declarations, By-Laws and/or Rules and Regulations of the Association that may result in imposition of a fine or other penalty, the following shall occur before any such fine or penalty may become binding:

- A. The owner shall receive a **“Notice of Violation”** see Exhibit C. This notice will be sent by First Class and/or Certified Mail, return receipt requested, and may be issued by the Board of Directors or the Association’s attorney. The cost of a certified mailing is chargeable to the homeowner. Notices are deemed delivered when they are deposited in the United States mail.
- B. If the owner feels that the violation has been wrongfully or unjustly charged, a written protest must be filed with the Board of Directors requesting a Hearing with the Board of Directors. The Protest must be in writing and it must be received by the Association within Seven (7) days after the date of the **“Notice of Violation”**.
- C. Should no protest be filed within 7 days after the date of the notice of the violation, the allegations of the **“Notice of Violation”** shall be considered true and fines are due within 7 days.
- D. Should a written protest be filed, a hearing on the matter shall be scheduled with the Board of Directors no later than four (4) weeks after receipt of the written protest. Notice of the date, time and location of the hearing will be sent via both First Class and Certified Mail, return receipt requested. Payment of any fines assessed under this policy shall not become due and owing until the Board has completed its determination.

**E.** 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 within 30 days.

**4. Payment of Fines:** Any owner fined under this policy shall pay all charges within thirty (30) days of the notification from the hearing that such charges are due. Failure to make the payment within this time shall subject the owner to all legal or equitable remedies including but not limited to interest and all legal fees.

**5. Repeat Offenses:** Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action. All attorney's fees and administrative costs incurred will be charged back to the owner's account.

**6. 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.

**7. Additional Action:** 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 remedies in this policy are not exclusive and the Board may, in addition, take action as provided in the Declaration and By-Laws or Rules and Regulations to prevent or eliminate violations.

**8. Owner's Documents:** At the closing of the purchase of a home each owner should be provided with one copy of the Declaration of Covenants, Conditions, Restrictions and the By-Laws. The Rules and Regulations are provided by your Association.

**9. Declarations and By-Laws:** Rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to enforcement in accordance with this policy.

## ***Chapter 5 – Garbage Collection***

**1. Responsibility:** Garbage pick-up is on a Monday unless it is a holiday then it would be Tuesday. Garbage containers and recycle bins should only be placed outside for collection at the designated area only from 6:00 P.M. the night before pick-up until 6:00P.M. the day of pick-up.

**2. Extra Pickup Service:** If a pick up is needed for oversized items (appliances, carpet, plywood) special arrangements will be required and made with Waste Management. The Association will not incur the cost of a unit owner extra pickup.



## ***Chapter 6 – Insurance***

**1. General:** The Association obtains and maintains policies of insurance covering the general liability for the common property, its officers and contractors or agents. Coverage is provided for the following insurance areas:

- A.** General Liability Coverage
- B.** Directors and Officers Liability Coverage
- C.** Worker’s Compensation Coverage
- D.** Fidelity Coverage

**2. Owners Insurance:** Each owner is required to maintain at his/her own expense a homeowner’s insurance policy in the dwelling unit. The insurance policy should include personal property, any improvements and betterments included within the unit.. Contact your insurance agent or broker to determine what amount of coverage is best for you. Each owner is required to provide the Association with written proof of insurance coverage for their dwelling. A current certificate of insurance or a copy of the current policy is required and should be sent to the Board of Directors. Failure to respond within thirty (30) days to a written request for this information may result in fines being assessed.

**3. Accidents:** Accidents on common property involving personal injury or property damage should be reported to the Board of Directors as soon as possible by anyone involved in or witnessing the accident or discovering its effects.

## ***Chapter 7 – Limitations, Use and Occupancy Restrictions***

**1. Commercial Activities:** No part of the townhome property shall be used for anything other than residential purposes.

**2. Garages:** Garages shall be used only for the storage of motor vehicles and other customary storage purpose. Such use shall be in a neat and clean manner consistent with their purpose as residential garages accessory to home ownership. No storage in driveway shall be permitted.

**3. Nuisances:** No obnoxious or offensive activity will be permitted in any unit or anywhere on the property. Nothing shall be done either willfully or negligently which may become an annoyance or a nuisance to any owner or resident.

**4. Pets:** Pet owners must abide by all applicable City ordinances respecting animals, with all required vaccinations and licenses remaining current at all times. The following restrictions apply to all animals on the property. No animals, reptiles, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any Dwelling or in the townhome property, except that up to two (2) 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 or rules and regulations adopted by the Board or causing or creating a nuisance or unreasonable disturbance (after causing more than (1) violation), shall be permanently removed from the townhome property upon three (3) days written notice from the Board.

**A. Types:** Two household pets per unit is permitted. No pets are permitted to be kept, bred or maintained for any commercial purpose.

**B. Defecation:** Pet owners are responsible for cleaning up after their own pets and all defecation must be picked up ***“immediately”***, not left for pick up at a later time or day. Fines will be assessed to any unit owner who is found to be in violation. Owners are responsible for their guest and their guest pets.

**C. Leashes:** ***Pets must be leashed when outdoors and must be under control by their owner or other responsible person at all times.*** Animals may not be tied to a tie-down or leashed to bushes or trees. Pets are not to be tied or staked to any part of the property. Unit owners are to supervise their pets at all times. Landscape damaged due to pets must be repaired in a reasonable amount of time by the owner of the property.

**D. Fine System:** Fines will be issued to any member or guest that fails to pick up after their pets. Only one “Warning Notice” will be issued. Fines of \$50.00 per occurrence will be issued. If the matter does not improve the member/tenant will be asked to remove the pet from the property.

**5. Motorized Recreational Vehicles:** All are prohibited on the common property or limited common property at all times.

**6. Unsightliness:** No clothes, sheets, blankets, laundry or articles of any kind shall be hung out or exposed on any part of the Townhome Property. Owners are responsible for keeping the Townhome Property free and clear of rubbish, debris and other unsightly material. Newspapers are not allowed to be left outside your door. 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 please put a stop on your delivery. Unit Owners and renters are responsible to keep their porches clean and free from clutter. Porches may not be used for storage of any kind including but not limited to recreational toys.

**7. Vehicle Repairs:** Vehicle repairs are prohibited from being done on Common Property or Limited Common Property.

## ***Chapter 8 – Maintenance***

**1. Association’s Obligation:** The Association is responsible for the maintenance, repair and replacement of the exterior portions of the buildings and common property. Homeowners who elect to contact a vendor for service will be responsible for the cost. These items are summarized on the maintenance check list. Homeowners are not permitted to contact any vendor for exterior repairs.

**2. Owners Obligation:** The Owner is responsible for all maintenance, repairs and replacements within their home including personal property. The items that fall into this category are also summarized on the maintenance check list.

**3. Damage:** Every owner is individually responsible for the total cost of any repairs, maintenance or replacement to the buildings, or common areas or personal property resulting from damage caused by persons or pets associated with their home due to their own act or neglect. The owner is personally responsible for the conduct of his/her guests and all animals belonging to any of these parties. The Board reserves the right, after serving written notice, to have the damage repaired by the Association and to have the cost for the repairs assessed against the owner's account.

**4. Landscaping:** The Association provides landscaping services from mid-April to Mid-November. All turf, trees, shrubs and plants located on the common property are covered under this service, with the exception of any plant material that has been installed by the homeowner, which must be maintained by the homeowner.

**5. Snow Removal:** The Association provides snow removal services from mid-November to mid-April for snow fall events of two inches or more. Areas that are cleared include the roadway, driveways and front walks. Depending on conditions, the Association may apply ice-melt to all driveways and walk surfaces. However, owners should maintain a supply of ice-melt for treating specific icy patches on their walk and drive. ***In no instance should rock salt be applied to any concrete surface.*** Only calcium chloride or other ice-melt type compounds may be used. Rock salt destroys concrete surfaces and drastically shortens its useful lifetime.

## MAINTENANCE CHECK LIST

The Association and the homeowners have maintenance responsibilities. In an attempt to clarify those responsibilities, those questions most frequently asked about maintenance responsibilities are summarized below. This is by no means an exclusive list but is provided as a useful guide.

Item	Association	Owner
1. Appliances		X
2. Siding/Veneer	X	
3. Asphalt roadways and parking areas	X	
4. Fascia/Soffit/Trim/shutters	X	
5. Electrical service panel, fixtures, exhaust fans and interior lights		X
6. Exterior doors (to paint not replace)	X	
7. Gutter/downspouts/roof	X	
8. Exterior painting of wood trim.	X	
9. Exterior Coach Lights (Excluding bulbs and electricity)	X	
10. Address numbers	X	
11. Garage Overhead Door	X	
12. Garage Door Opener and Tracking		X
13. Furnace (ducts, vents, power supply, cleaning etc.)		X
14. Lawn	X	
15. Shrubs/Trees ( Excluding those due to Owner additions)	X	
16. All other door and jambs.	X	
17. Interior walls and decorating of interior of unit		X
18. Doors, knobs, locks and keys		X
19. Mailboxes (except for key and locks)	X	
20. Masonry and Tuck pointing	X	
21. Plumbing (fixtures and pipes for individual units)		X

22. Interior walls, floors, ceiling		X
23. Cement walks and stoops	X	
24. Utility lines and pipes serving a unit		X
25. Windows/Storm Windows and glass surfaces		X
26. Snowplowing:		
Common Parking areas	X	
Common Areas	X	
Private Streets	X	
Cluster Mailboxes	X	
Driveways	X	
Front Service Walks	X	
Front Stoops (Unless otherwise designated by Board)	X	
Dedicated Streets		Village

## ***Chapter 9 – Parking***

**1. Prohibited Vehicles:** No recreational vehicles, boats, inoperable cars, sports equipment and trailers shall be stored or parked on common driveways, visitor parking areas or any other visible location on the real estate. Unit owners shall not park their personal vehicles in the visitor parking areas for more than Forty Eight (48) consecutive hours. If a Unit Owner’s personal vehicle is parked in the visitor parking areas for more than Forty Eight(48) consecutive hours, the Board may authorize said vehicle to be towed at owner’s expense. Unlicensed and abandoned vehicles may not be parked on the property.

**2 Garages:** The operation or parking of any vehicle is prohibited upon the lawns, concrete and rocks. Violators will be assessed a fine and will be responsible for any damage to common or limited common areas.

**3. Ingress and Egress:** There shall be no parking at the entrances or exists of the drive pad that would prevent other vehicles including emergency vehicles from entering or exiting.

**4. Street Parking:** Overnight parking on the street is not permitted. Exceptions will be allowed for unusable circumstances such as overnight guest, street paving, driveway repair or resurfacing. Advance notification to the Round Lake Police Department is required for any occurrence and is the responsibility of the vehicle owner.

**5. Guest Parking:** Guest parking is provided throughout the property for those that have guest visiting. Guest Parking is not intended for the use of homeowners.

## ***Chapter 10 –Leasing and Sales***

**1. Sales:** All owners are responsible for notifying the management company of the sale of their home within seven days of the contract signing. Owners will need to inform the Board of Director's of the current name, address and phone number of the purchaser at that time. Prior to the sale of the Homeowners Unit, the seller must obtain a paid assessment letter. This letter is required at closing in order to provide evidence to the titleholder that the Association does not hold any liens against the property or to disclose any pending matters relevant to the Association as requested by state law or the Board of Directors. The homeowner will be responsible for turning over the Association Declaration, By-Laws and Rules and Regulation to the new owner at the time of closing.

**2. For Sale Signs:** Three (3) open house signs may be posted; one near a main entrance and up to two internal directional signs. Open House signs may be displayed between the hours of 11:00 am to 5:00 p.m. on Saturday, 11:00 a.m. to 5:00 p.m. on Sunday and 9:00 a.m. to 3:00 p.m. Monday through Friday. Owners may display in their window one "for sale" sign no larger than 24" high by 30" wide.

**3. Service Charge:** The Management Company reserves the right to charge owners a processing fee for all sales and requests for financing.

**4. Association Documents:** Owners should discuss with their Realtor and with a prospective purchaser that certain restrictions apply which can be found in the Declaration, By-Laws and Rule Regulations. Owners should provide a copy of the Declaration, By-Laws and their Rules and Regulation to their purchasers.

**5. Homeowner information form:** Homeowners will be required to complete a Homeowner information form. This form will include contact information and emergency phone numbers. All information will be kept confidential and used only for Association business.

**6. Leasing of Dwellings:** Any lease or rental agreement concerning an individual Dwelling must be in writing and be subject to the requirements of the Townhome Association. No Dwelling may be leased or rented for an initial term of less than six (6) months. A copy of each executed lease or rental agreement shall be supplied to the Board within ten (10) days after the lease is executed and prior to occupancy. The Townhome Association is hereby expressly deemed to be a third party beneficiary of any such lease ; any violation by the tenant under any such lease of this Declaration, the By-Laws or rules and regulations shall be deemed a default under such lease entitling the Townhome Association to exercise any and all remedies under the lease or available at law or equity, regardless of the Owner's action or inaction in response to such default.

## ***Chapter 11 – Satellite Dish/Radio-TV Antennas***

1. **Intent to Install/Replace:** Any owner desiring to install a satellite dish/antenna **must** complete and submit an “Intent to Install” form to the Board of Directors **prior** to any installation. Any antenna/satellite dish not covered by the FCC rule is not allowed. No more than one antenna for each type of service may be installed by an owner.
2. **Installation Insurance:** Prior to installation the installer must provide the association with a certificate of insurance listing the Association as an additional insurer. The purpose of this regulation is to ensure that antennas/satellite dishes are installed in a manner that complies with building and safety codes. Improper installation could cause damage to structures, posing a potential safety hazard to both Association residents and the general public.
3. **Installation:**
  - a. To protect the health, safety and welfare of the residents, the Board requires that satellite dishes be professionally installed. If the owner uses a professional installer, the unit owner must provide proof that the contractor is insured and licensed. All wires must be encased in molding which matches the color of the building. If at all possible, please attempt to use existing wires.
  - b. Satellite dishes may only be installed on portions of property within the owner’s exclusive control. Any deviations must be approved by the Board of Directors prior to the installation of the satellite dish. Satellite dishes may NOT be installed on the Common Property or Townhome Property Roof without the prior written consent of the Board.
  - c. Any owner interested in installing a satellite dish one meter or less in diameter should refer to the Association’s instructions for installation of satellite dishes. Satellite dishes greater than one (1) meter in diameter are prohibited.
  - d. 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.
  - e. **At no time will an antenna/internet dish be permitted to be installed on the roof without the approval of the Board. Any unauthorized installations are subject to a fine and will be removed at owners expense.**
  - f. Installations must be completed so they do not materially damage the Common Property, Townhome Property, or the Lots. Installations may not impair the integrity of the building.

- g. No exterior areas of the building should be penetrated unless absolutely necessary in order to receive an acceptable quality signal or by which it would unreasonably increase the cost of antenna installation. Owner shall provide **immediate** notification to the Board of Directors should the situation arise.
4. **Owner Responsibility:** All owners of antennas/satellite dishes are responsible for all associated costs, including but not limited to
- a. Once installed, the owner will be responsible for the maintenance of the dish. If additional cost is required to maintain the portion of property on which the dish is installed, the Board may assess this cost back to the unit owner. If it is necessary for the Association to remove the satellite dish to perform maintenance, the owner will be advised accordingly.
  - b. The unit owner shall at all times keep the satellite dish in good repair. Failure to do so after five (5) days notice from the Board may result in the removal of the dish at the homeowners expense and may result in a fine being issued.
  - c. The owner shall be responsible to fund the cost of any maintenance, repair or replacement to the property resulting from installation or removal of the satellite dish. In addition, the owner must restore the property to its original condition upon removal of the dish.
  - d. Antennas/satellite dishes that become detached shall be removed or repaired within 72 hours. If the detachment threatens public safety, the Association may remove the antenna/dish at the expense of the owner.
  - e. Owners retain responsibility for any maintenance of the antenna/satellite dish that is installed on common or limited common property which is maintained by the Association.
5. All satellite dishes shall be constructed 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 without notice. All costs of removal and restoration shall be borne by 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.
6. **Sale of unit:** Upon transference of the ownership or occupancy of the unit, the Owner shall inform the successor in title, including any purchaser by Articles of Agreement for Warranty Deed, or tenant, of the existence of these Rules and Regulations and the obligations set forth herein. All obligations herein shall pass to any successor in interest.



7. 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 cost of litigation and attorney's fee resulting therefore. 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.

**NOTICE OF INTENT TO INSTALL SATELLITE DISH – Exhibit A**

Homeowner(s) Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

Telephone (Day): \_\_\_\_\_ Telephone (Evening) \_\_\_\_\_

Type of Antenna/Dish: \_\_\_\_\_ Size: \_\_\_\_\_

Company Performing Installation: \_\_\_\_\_

Company Phone: \_\_\_\_\_

Installation Location: \_\_\_\_\_

Planned installation Date: \_\_\_\_\_

The installation must be in compliance with all Association guidelines. See Chapter 11 for installation guidelines of the Rules and Regulations.

I will comply with all of the Association rules for installing, maintaining, and using satellite dish. I assume liability for any damage to Association or other owner's property that occurs due to antenna installation, maintenance and use. I will either remove the satellite antenna or have a new owner assume responsibility in writing if I sell my unit.

Homeowner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

Denied By: \_\_\_\_\_ Date: \_\_\_\_\_

Reason Denied: \_\_\_\_\_

Homeowner Notified by Mail: \_\_\_\_\_

**NOTICE OF VIOLATION – Exhibit B**

Homeowner: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

You are hereby notified, as the owner of the above address, that the above property has been cited with the following violation of the Association’s Declaration, By-Laws or Rules and Regulations.

The violation occurred \_\_\_\_\_ at \_\_\_\_\_ and are described as follows: \_\_\_\_\_

Violation fee is: \_\_\_\_\_

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This is the (first, second, third) time you have received a Notice of Violation for this matter.

Previous notices were sent on: \_\_\_\_\_

If you wish to protest this notice, please sign below and return within seven (7) days. Should no protest be filed the above allegations shall be considered true and payment must be paid within thirty (30) days. After your protest has been received, you will be notified by mail of the date, time and location of the hearing. If you fail to appear at a hearing once it has been scheduled, you will be found in violation by default.

A hearing on the matter shall be scheduled no later than four (4) weeks after receipt of the written protest. The hearing is your opportunity to present your side of the issue to your Board of Directors. Once the hearing has taken place a Notice of Determination will be mailed to you.

. Any fines, charges, costs, expenses and legal fees associated with this notice may then be assessed against you and added to your account. See Chapter 4 – Enforcement of Rules

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Nature’s Cove  
P.O. Box 9  
Belvidere, IL 61008

**NOTICE OF DETERMINATION REGARDING VIOLATION – Exhibit C**

Homeowner: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

You were sent a Notice of Violation dated \_\_\_\_\_ regarding the alleged violation of the Declaration, By –Laws or Rules and Regulations of the Association. The Board of Directors considered the complaint on \_\_\_\_\_ and reached the following determination.

\_\_\_\_\_ You did not request a hearing thereby waiving your right to address the Board.

\_\_\_\_\_ You did request a hearing but failed to attend as scheduled.

\_\_\_\_\_ You were found not in violation and no action will be taken.

\_\_\_\_\_ You were found in violation and no action will be taken

\_\_\_\_\_ You were found in violation. The following action needs to be taken.

\_\_\_\_\_ Pay your fine of \$ \_\_\_\_\_

\_\_\_\_\_ Correct the condition resulting in the violation.

\_\_\_\_\_ Pay damages, expenses and administrative charges of \$ \_\_\_\_\_

\_\_\_\_\_ Pay legal expenses of \$ \_\_\_\_\_

\_\_\_\_\_ This violation is the second or subsequent violation. 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 violations will be assessed directly to your account.

**THIS DECISION BY THE BOARD OF DIRECTORS IS BINDING AND FINAL.**

**All fines are to be paid within thirty (30) days**