# RULES AND RESTRICTIONS FOR REMINGTON TRAILS TOWNHOME ASSOCIATION

This document is conjunction with the restrictions set forth in the Association's Declarations and By Laws. It also contains other rules and regulations adopted by the Board of Directors. These rules and regulations exist for the benefit of all Owners and were established to enhance and protect the quality of life for the entire community at Remington Trails Townhome Association.

Residents are required to become familiar with the Rules and Regulations which not only provide guidelines for living responsibly with one's neighbors, but to provide a means for correcting nuisances and unsightly or unsafe activity. It is a reminder of having an investment in the community to exercise and demonstrate a willingness to maintain the quality and appearance of the property.

All Owners and Tenants, and any other guests and visitors are subject to the requirements of the Declaration, By-Laws, and Rules and Regulations and parents should see that their children are aware of the rules that pertain to them.

Adherence and enforcement of the effective rules and regulations require the cooperation and participation of all residents. When infractions do occur, the Board, through its managing agent, should be notified.

#### CHAPTER 1

## Definitions

The following words, when used in this Declaration or in any supplemental Declaration shall, unless the context shall prohibit, have the following meanings:

- 1.1. "Association" shall mean and refer to the Remington Trails Townhome Association, an Illinois not-for-profit corporation, and a Common Interest Community as defined in Chapter 735 ILCS 5/9-1 02(a)(b), Illinois Compiled Statutes (1992) as from time to time amended, its successor and assigns.
- 1.2. "Board" shall mean and refer to the Board of Directors of the Remington Trails Townhome Association, an Illinois not-for-profit corporation; said entity shall govern and control administration and operation of the Property.
- 1.3. "By-Laws" shall mean and refer to the By-Laws of the Remington Trails Townhome Association, which are attached to the Declaration and made part thereof as Exhibit "C". The By-Laws are incorporated into this Declaration by this reference.
- 1.4. "Common Area" shall mean and refer to all real property and improvements thereon to be owned or maintained 'by the Association for the common use and enjoyment of all members of the Association. This shall include Lots 24 and 25, as described on the Plat of Subdivision for the Remington Trails Subdivision (as hereinafter defined), attached hereto and made a part hereof as Exhibit "B."
- 1.5 "Community Association" shall mean and refer to the Valley Lake Community Association, an Illinois not-for-profit corporation.
- 1.6 "Lot" shall mean and refer to that, portion of the Property, the size and dimension of which is set forth in the Plat of the Subdivision.
- 1.7. "Owner" shall mean and refer to the record owner, whether one or more persons, individuals or entities, of a fee simple title to any Lot, which is part of the Property, including contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.
- 1.8. "Member or Membership" shall mean and refer to every person or entity who holds Membership in the Association.
- 1.9. "Mortgage" shall mean and refer to either a Mortgage or Deed .of Trust creating a lien against a portion of the Property given to secure an obligation of the Owner of such portion of the Property.
- 1.10. "Person" shall mean and refer to a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

#### Definitions continued

- 1.11. "Property" shall mean and refer to the real estate legally described in the Declaration as Exhibit "A".
- 1.12. "Subdivision Plat" shall mean and refer to the Plat of Subdivision for the Remington Trails Subdivision as recorded with the office of the Recorder of Deeds of Lake County, Illinois, and attached to the Declaration as Exhibit "B."
- 1.13. "Single Family" shall mean and refer to one or more persons, each related to other by blood, marriage or adoption, or a group of not more than three (3) persons not related, maintaining a common household.

# CHAPTER 2

#### General Restrictions

- 2.1 All Lots shall be used only for Single Family Townhome Dwellings. All alterations on a Lot are subject to approval of the Board of Directors and all maintenance of such alterations are the responsibility of the Owner. All proposed alterations shall be submitted on the application forms available from management to the management company for the Board's review and approval. (Article 9).
- 2.2 There shall be no obstructions of the Common Areas, nor shall anything be stored thereon without the prior written consent of the Association. No temporary building, trailer, mobile home, recreational vehicle, commercial vehicle, tent, shack, or other similar improvement shall be located on the Lots. (Article 3.3)
- 2.3 No fence or obstructions of any kind shall be erected, removed or relocated anywhere within the Common Area unless specifically approved by the Board. (Article 3.15)
- 2.4 No structure of a temporary character, including, but not limited to, trailers, junked vehicles, tents, shack, garage, barn, shed, or other outbuilding shall be, kept, or used on any Lot or in the Common Area for any purpose whatsoever.
- 2.5 Any assembly of a communication antennae or similar devices such as a "ham" radio, etc. to the Common Area needs prior approval by the Board.
- 2.6. No Residence shall be used for other than residential purposes and each Residence shall be used only as a residence for a single family.
- 2.7. No business, industry, trade, occupation or profession of any kind or noxious or offensive activity shall be carried on anywhere on the Property, nor shall nothing be done on the Property that will become an annoyance or nuisance to owners.

#### General Restrictions continued

- 2.8. All areas of the Lots designed or intended for the proper drainage or retention of storm water, including swale lines and ditches, shall be kept unobstructed and shall be mowed regularly. Trees, plantings, shrubbery, fencing, patios, structures, landscaping treatment or other like improvements may be planted, placed or allowed to remain in any such areas so long as they do not substantially obstruct or alter the rate or direction of flow of storm water from any Lot. No Owner shall alter the rate or direction of flow of storm water from any Lot by impounding water, changing grade, blocking or redirecting swales, ditches or drainage areas or otherwise. Each Owner acknowledges, by acceptance of a deed to a Lot, that. each drainage or detention area is for the benefit of the entire Property. (Article 3.9)
- 2.9. No Owner shall permit anything to be done or kept on his Lot or in the Common Area which will increase the rate charged for or cause the cancellation of insurance carried by the Association on the Common Area improvements or contents thereof, or which would be in violation of any law, nor shall any waste be committed in the Common Area. (Article 3.10)
- 2.10. Nothing shall be altered in or removed from the Common Area except upon the written consent of the Board. (Article 3.14)
- 2.11 No commercial activity shall be conducted within any garage.
- 2.12 Garage Sales shall be conducted in accordance by the ordinances set forth by the Village of Round Lake (Round Lake Village Ordinance Chapter 5.20) Signs shall not be posted any earlier than one hour before the event and must be removed immediately upon terminations of the event.
- 2.13 For reasons of safety, streets and cul-de-sacs shall not be used as play areas.
- 2.14 No plants or seed or other conditions, harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot. (Article 3.2)

#### CHAPTER 3

#### Pets

- 3.1 Only dogs, cats and other common household pets shall be allowed, (Round Lake Village Ordinance Chapter 5.20).
- 3.2. Any breeding or keeping of dogs and cats for sale or profit is strictly prohibited and will be removed at the Board's discretion. .(Article 3.7)

#### Pets continued

- 3.3 No household pet shall exceed 30lbs in weight.
- 3.4. Pet Owners shall promptly remove any animal waste from the Common Areas or outside their Residences. (Round Lake Village Ordinance Chapter 6.08.015 D. It is unlawful for any person to permit the accumulation of animal waste on such person's property, so as to create a health hazard to the public or any odor disturbing to other persons. (Ord. 02-O-29 § 2))
- 3.4 No pet, whether inside a unit or out, shall cause or create a nuisance or unreasonable disturbance or cause or create damage to the Common Grounds, including landscaping. (Round Lake Village Ordinance Chapter 6.08.050 It is unlawful to harbor or keep any animal which habitually, continually disturbs the peace and quiet of any family, individual or neighborhood by loud noises at any time of the day or night. (Prior code § 13-1.8))
- 3.2 Any pet causing or creating a nuisance or unreasonable disturbance or causing or creating damage to the Common Areas, including landscaping, upon three (3) days written notice to the pet's Owners, may be prohibited from entering upon the Common Areas or may be removed from the Property.
- 3.3 Each unit owner is responsible for the actions of pets of anyone living in or visiting in said unit, and the costs of repairing or remedying any damage caused by a pet shall be charged to the unit owner responsible.
- 3.4 When owners are absent, all pets must be kept inside their Residences and must not be accessible to any person or other animal outside the Residences.
- 3.5 All pets must be leashed and under full control of their owners whenever they are in the Common Areas or outside of their Residences. (Round Lake Village Ordinance Chapter 6.12.090 It is unlawful for any owner of any dog or cat to allow such dog or cat to go upon any public street, alley or sidewalk or other public place unless such dog or cat is securely on a leash (also see Section 6.12.140). (Prior code § 13-2.9))
- 3.6 No pet shall be tethered either in the Common Area or to any of the common elements or placed in a cage or any structure in the Common Areas.
- 3.9 Owners should become familiar with the pet ordinances of Lake County and the Village of Round Lake. Village Ordinances can be obtained on http://www.eroundlake.com.
- 3.7 All pets must be inoculated as required by law and registered with the Lake County Animal Warden and the Association management agent.
- 3.8 All pets owned by residents must be registered and provide city ordinance tags with the management.

#### CHAPTER 4

#### Nuisances and Unsightly Activities

- 4.1 No nuisance, noxious or offensive activity shall be conducted on the Common Areas in the Residences (including garages) nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners or Occupants of the Residences. (Round Lake Village Ordinance Chapter 9) (Article 3.1)
- 4.2 Residents must exercise due consideration at all hours of the day in the operation of radios, televisions, musical instruments, etc. so that sound will not disturb others.
- 4.3 Any games or other activities by adults or children that cause damage to Common Area element or to the property of others or that unduly disturb others are prohibited in the Common Areas or outside of Residences.
- 4.4 No laundry of any kind or other articles shall be hung out of any Residence and on to any portion of the Common Areas prior thereto.
- 4.5 The Common Areas must be kept free and clear of all rubbish, debris and any other unsightly materials. Garbage and Recyclables must be placed in receptacles and stored inside each respective Owner's garage. Receptacles may be placed outside for a period not to exceed 24 hours prior to and after each scheduled collection and must be secured in a manner that will prevent them and the contents within from blowing away. No rubbish, storage piles, trash, garbage or material shall be dumped or allowed to remain on the Property at any time except as shall be necessary to facilitate its pickup and disposal as required by the Village of Round Lake and within a reasonable time. (Article 3.4)
- 4.6 Each Owner shall maintain his Lot and all improvements made located thereon in a clean, sightly and safe condition and shall, at all times, cause the removal of all papers, debris and refuse therefrom. Newspapers must be removed on the day of delivery. This includes, but not limited to, all patios, driveways, walkways, decks and courtyards. (Article 3.1)
- 4.7 Any items kept on common grounds that would obstruct the work of the landscapers or cause damage to the Common Grounds or landscaping are strictly prohibited. Items kept on patios, decks or courtyards shall be appropriate or in keeping with the intent of such areas. Patio furniture and grills are such items. Any items kept on an Owner's patio, deck, courtyard or lawn shall not extend into another Owner's Common Lot. Respect your neighbor's privacy as you would want yours to be..
- 4.8 All barbecue grills must be kept on the patios or in the garage, not on the lawns.
- 4.9 Residents who use outdoor furniture, toys, recreational equipment, bicycles, etc. on any of the Common Areas shall remove such items by sunset.

#### Nuisances and Unsightly Activities continued

- 4.10 Garden hoses shall be kept neatly stored on a hose real and not to a device that is attached to any of the Common exterior of the unit's building. Hoses should be kept secure when not in use and stored inside the garages during winter months (November through April) to prevent water lines from freezing and rupture.
- 4.11 Patio furniture kept outside during winter months must be neatly stored and kept secure on patios, decks and courtyards from high winds.
- 4.12 Nothing shall be hung or displayed in windows other than standard window coverings. Exceptions to this may include temporary window coverings, seasonal decorations and "For Sale" signs.
  - A) Temporary window coverings must be replaced by permanent covering no later than 30 days after purchasing the unit.
  - B) Seasonal decorations must be secured with gutter clips or in some other manner that does not cause penetrations to any of the exterior surface of the building. Use of nails or hooks are prohibited and creates a risk of leaks or damage to exterior. Installation of decorations must not exceed 30 days prior to and after the holiday. Costs to repair any damage from the decorations to Common Area element, such as trees, bushes or to the building's exterior decorations shall be charged to the Owner.
  - C) No unit shall display more than one "For Sale" sign and must be visible for unit's window only. No sign shall be erected on a post or any other element of the Common Areas.
- 4.13 Garage doors shall be kept closed when residents are not working therein or on the Property.
- 4.14 No fires or fire pits are allowed anywhere on the Property or Common Areas. (Round Lake Village Ordinance Chapter 8.40.010 B)

#### CHAPTER 5

#### Vehicles

- 5.1 No boat, camper, trailer, truck, mini-bike, snowmobile or "commercial vehicle" shall be stored on the Common Areas or driveways of Residences (permanently or temporarily). Storage of such items must be kept within the garage.
- 5.2 The term "commercial vehicle" as used here shall include any vehicle equipped bearing any sign, logo or writing which relates or refers to any commercial enterprises.
- 5.3 No motor vehicles in non-operating condition, or without current license plates shall be parked anywhere on the Property, except in garages.

# Vehicles continued

- 5.4 For the purposes of loading and unloading, campers may be parked for a period not to exceed 48 hours. The Board must approve additional time.
- 5.5 Any motor vehicle that has been abandoned may be removed by the Association without notice to the owner of said vehicle and will be at owner's expense. A motor vehicle shall be deemed abandoned if it has not been used or moved for seven (7) consecutive days or more and appears to have been deserted, being either in a state of disrepair rendering it incapable of being driven. All vehicles must have current license plates.
- 5.6 No motor vehicle may be parked in a manner which interferes with roadways or with the entrance to or exit from a driveway or parking space. Parking all night is prohibited on all streets between the hours of 2AM and 6AM on any day in accordance to the Village Ordinance. (Round Lake Village Ordinance 10.16.090) Parking restrictions will apply during snow removal days in accordance to Round Lake Village Ordinance 10.16.120.
- 5.7 Snow removal operations will commence after there has been 2" of snowfall or more. Driveways with vehicles parked therein during snow removals will not be services. Snow removal operation reminders will be sent to each Resident prior to the snowfall season to inform each Owner of the contract provisions. (Article 7.1 c)
- 5.8 No motor vehicle may be driven on or around the street of a cul-de-sac not to exceed 15 mph or in a manner dangerous to life of property.

#### CHAPTER 6

#### Structural Integrity and Exterior Additions and Alterations

- 6.1 No new structure, ancillary building, fence, antenna shall be constructed on any Lot. Satellite dishes, patios, sliding doors and storm doors, or any other alterations connected to any Residence are permitted in accordance with Article 9 of the Declaration unless prior approval of the Board is otherwise required herein. In the event Board approval is required, such approval applications may be obtained from the management company and must be submitted to the management company for Board review and approval. (Article 9.2, 9.3)
- 6.2 Owners must indemnify or reimburse the association for any damage caused by the installation and use of a satellite dish. (Article 9.3)
- 6.3 Nothing shall be done in or on the Common Areas or Residences which would impair the structural integrity of any improvements or structure located thereon.
- 6.4 Front storm doors must be "full view" only and must be white in color. Styles should remain similar and consistent with the theme of the community. Sliding glass doors and storm windows also apply. Owners must obtain a written approval from the Board before replacing or installing such items to ensure such consistency.

# Structural Integrity and Exterior Additions and Alterations continued

- 6.5 All screens on windows and doors, as well as windows and doors must be maintained and kept in good standing and repair. Screens should hang properly, not have tears or holes and not have loose insulating strips.
- 6.6 Window air conditioners, permanent window fans are prohibited.
- 6.7 Awnings are prohibited.
- 6.8 No additional lighting may be attached to a building.
- 6.9 No permanent barbecue grills are allowed on the Property.
- 6.10 No hot tubs, Jacuzzis or permanents pools are allowed on the Property.
- 6.11 Maintenance to landscaping, driveways, walkways and any other facilities on the Lots; will be contracted for by the Association. (Article 7.1 a)
- 6.12 The responsibility of maintenance to all decks and patios belong to the Owner. Water sealant treatments to all wooden decks must be coated with clear sealant and remain similar and consistent with the theme of the community. No colored stains are permitted.

#### **CHAPTER 7**

#### Landscaping

- 7.1 The Association shall be solely responsible for the maintenance of all landscaping on the Common Areas unless Owners have made alterations at their own expense upon written approval from the Board. In this instance, the Owner is responsible for the maintenance and care of all approved plantings. (Article 7.1 b)
- 7.2 No trees, shrubs or other plantings of any kind shall be planted in or removed from the Common Areas without the express written consent of the Board.
- 7.3 No planting of any kind shall be placed on any patio, deck or courtyard of any residence in such a manner as to interfere with the use of neighboring Residence or the Common areas, or to present any visual safety hazard.
- 7.4 Flowers and bulbs are permitted at Owner's expense on all Lots without written approval from the Board provided they are kept in neatly maintained beds. Flowers and bulbs are also permitted around existing Common Area trees. However, any tree or shrub that dies due to planting of flowers and bulbs shall be replaced at the Owner's expense.
- 7.5 Owners are responsible for their planting areas and keep them free from weeds and debris.

# Landscaping continued

- 7.6 Owners are encouraged to water their property in accordance to Village Ordinance Restrictions when they apply.
- 7.7 No patio, deck or courtyard may be extended beyond existing areas, nor may they be extended by means of gravel, bricks, concrete blocks or other similar material.
- 7.8 Any expense or cost incurred with respect to maintenance and/or repair of any portion of the Common Area due to the willful or negligent act of any Owner, his family, lessees, guests, invitees or pets, shall be borne by such Owners and shall be added to such Owner's Assessment.

# **CHAPTER 8**

#### Assessments

- 8.1 All assessments are due on or before the first day of each month.
- 8.2 A forty dollar (\$40.00) late fee will be levied for any assessment that is not received by 30 days of due date, In addition, a delinquent account notice will be sent to said Owner. (Article 6.8)
- 8.3 After an assessment has been delinquent for up to 60 days, a letter will be sent to the Owner advising that the account is past due. If the account is not paid in full or if a payment plan satisfactory to the Board is not established, the Association may take legal action for collection. (Article 6.8)
- 8.4 Any and all costs for collection of past due assessments late fees, including legal fees, will be charged to the account of the Owner. (Article 6.8)
- 8.5 In the event that the Owner is delinquent in his/her monthly assessments or any other charges or payments required, the Board shall have the right to evict the Owner and take possession of the Residence in the manner prescribed by the Illinois Forcible Entry and Detainer Act of the Illinois Code of Civil Procedure, as amended. (735 ILCS 5/9-101, et. Seq.).

#### CHAPTER 9

#### Sale of a Residence

- 9.1 Any Owner who intends to sell his/her townhome shall contact the Board or its managing agent so that the necessary disclosure information can be provided to the prospective purchaser.
- 9.2 The Association, when given such a request, shall prepare and release the following:
  - a) A letter indicating the status of the Owner's account.
  - b) Copies of the Association's Declaration, By-Laws, and Rules and Regulations.
  - c) Any other general information regarding the operation of the Property.

#### Sale of a Residence continued

- 9.3 The Association shall have at least ten (10) business days to respond to such a request.
- 9.4 The Association shall charge the seller for the costs involved in preparing such documents.
- 9.5 New Owners must receive the Association's Rules and Regulations within one month prior to closing.

#### CHAPTER 10

# Leases, Tenants and Non-Residing Owners

- 10.1 Without Board approval, no Owner may lease his/her unit without first residing therein for a period of no less than two years.
- 10.2 Every Owners intending to lease his/her unit shall give no less than fifteen (15) days prior notice to the Board for such intention.
- 10.3 All leases or rental agreements for Residences shall be in writing and shall be subject in all aspects to the provisions of the Association's Declaration, By-Laws and Rules and Regulations. To verify this, a Rider, which can be obtained from the management company, must be signed and attached to every lease and returned to the management company.
- 10.4 Each Owner shall provide the association a copy of the proposed lease prior to the unit being leased, and failure to do so shall result in a fine. Any expenses incurred by the Association in obtaining these documents shall be charged to the Owner responsible.
- 10.5 No Owner may lease his/her entire unit, nor may the unit be leased for transient or hotel purposes. Every lease and Rider must be a period of at least twelve (12) months and no more than twenty-four (24) unless the Board consents in writing to the contrary. It is upon judgment of the Board during this time to evaluate the tenant's occupation to allow any extensions to any said lease.
- 10.6 The Association shall provide the tenant with copies of the Association's Declaration, By-Laws, and Rules and Regulations and the association shall charge the Owner for the costs involved in preparing such documents.
- 10.7 Each new Tenant is required to have a background check. Any expenses incurred by the association in obtaining these records shall be charged to the Owner.
- 10.8 All expenses of the Board in connection with any violations shall be assessed to the account of the Owner responsible.

# Leases, Tenants and Non-Residing Owners continued

10.9 Owners who do not reside on the Property shall provide the Board with their permanent resident address and phone numbers both at home and work where they can be reached in case of an emergency. Any expenses incurred by the Board in locating the Owner who fails to provide such information shall be assessed to that Owner's account. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Owner's unit, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving notice resulting therefrom.

#### CHAPTER 11

#### Violation Procedures

11.1 In case of minor problems, Owners and/or Tenants are urged to open informal discussions with those involved. In many cases the offender is not aware that a problem exists.

11.2	If a	nd wher	n the	sam	e probl	em	continues	, managemen	ıt s	should be notified in writing.
Phot	os o	f violat	ions	will	be kept	on	file by the	managemen	ıt.	Property Management can be
reacl	ned	via e-m	ail at							

- 11.3 An Owner and/or Tenant charged with a repeated violation of a rule or regulation and subject to a fine must proceed as follows:
  - a) Attend a hearing before a Panel of Inquiry (known hereafter as Panel) composed of at least three (3) Board members or persons duly authorized by the Board. The Panel shall not include any person or persons presenting evidence in the hearing. The hearing shall be conducted no later than three (3) weeks after delivery of the written notice by the management.
  - b) At any such hearing, the Panel shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witness on his/her behalf. Following the hearing and due consideration, the Panel shall make a determination by a majority vote which shall be final and binding on the Owner and the Association.
  - c) Payment of any assessments, charges, costs, or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel has completed its determination.

#### Violation Procedures continued

- 11.4 If the Owner and/or Tenant charged with a repeated violation of a rule or regulation does not appear at the hearing, his/her right to a hearing shall be deemed waived and the allegation violation shall be deemed true unless a written letter of rebuttal is submitted prior to the hearing date.
- 11.5 If an Owner and/or Tenant is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Association's Declaration, By-Laws, or Rules and Regulations the following shall occur:
  - a) First violation shall be considered a warning that if any further violations of the same rule or regulation occur, a fine for the time and expenses of the enforcement process shall be imposed.
  - b) If guilty of more than one violation of the same rule or regulation, the Owner shall be assessed a fine for the time and expenses of the process. Such fines shall be on a graduate scale: one hundred (\$100.00) dollars for second violation, one hundred fifty (\$150.00) for third violation and two (\$200.000) hundred for all subsequent violations.
  - c) If guilty of any violation, including the first violation, the Owner may be required to correct any damage or unauthorized condition on the Property for which the Owner and/or Tenant has been found responsible, to pay the costs for repairs, or to pay any legal expenses incurred by the Association as a result of the violation.
  - d) In the event a violation has resulted in damage to any common elements or resulted in any unauthorized condition of the Property, the Owner will be given twenty-one (21) days to correct the damage or architectural violation before being assessed for the full cost of labor and materials.
- 11.6 Fines and other charges must be paid within thirty (30) days of notifications that such charges are due. Failure to make payment on time shall subject the Owner to all legal or equitable remedies necessary for the collection thereof. All fines and other charges imposed shall be added to the Owner's account, collectable in the same manner as any regular or special assessment against the Unit.

#### **CHAPTER 12**

#### Homeowners Insurance

12.1 Owners are required to insure their units at all times for liability in the full amount in which their unit is appraised for as well as the personal property and contents therein. Current certificate of insurance with Remington Trails Townhome Association named as additional insured are to be submitted to the managing agent at time of closing on a Lot and on each subsequent anniversary date. This requirement is for the benefit to protect the homeowner as well as the association for replacement costs. (Article 11.5)

# RIDER TO LEASE

This rider is added to the attached lease in accordance with the Declarations and By-Laws of the Remington Trails Townhome Association. By the rider the undersigned parties to said lease expressly acknowledge that every lease and the parties thereto, shall be subject in all respects to the Rules and Regulations and Declarations and By-Laws of the Association, and any failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Board of Directors of the Remington Trails Townhome Association (the "Board") shall be a third party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce.

By our cignotures holdy we certify that the Lescar has provided and the Lescae has received a convict the current

	Regulations of the Remington Trails Townhome Association.
Rules and Regulations of the Associa	e and the Rider must be given to the Board for its records in accordance with the tion.
Please complete the following form for	r the Associations records.
Lessor Information	Tenant Information
Emergency Phone -Home	Emergency Phone - Home
Emergency Phone - Work	Emergency Phone - Work
Mailing Address	Address of Property Leased
City - State - Zip	<del></del>

# Remington Trails Townhome Association

# Remington Trails Townhome Association Exterior Improvement Condition

Any exterior improvements approved by the Homeowners Association of Remington Trails require, before any work begins, a deposit with the Board of Directors for Five Hundred (\$500) Dollars to be used as a deposit against damage to building exterior and damage to landscape. Deposit check must be written to the Remington Trails Townhome Association and mailed to Property Specialists, Inc. - 5999 S. New Wilke Road - Suite 108 - Rolling Meadows, IL 60008 PRIOR TO the work commencing.

No machinery is allowed to be driven around the side or back of the building and all work and materials must remain outside of the conservation area, which is approximately 7 feet behind the building. Any fines for non-compliance of permit or tree conservation imposed by the Village of Round Lake or the Homeowner Association will be the responsibility of the applicant.

The only approved materials for exterior patios is brick pavers and the patios must be the same dimensions (either  $6' \times 8' OR 10' \times 12'$ ) as the original decks built off the second floor levels by Remington Homes.

Colors: St Clair, Granite, Nevada & Autumn Red

The approved brick pavers are:

Holland Stone

Old Greenwich Cobble	Colors: St Clair, Granite, Nevada & Autumn Red
	Detect
Agreed:	Dated:
By Applicant	