

AMENDMENT 4

EXHIBIT A

**FAIRHILLS OF CANTERFIELD HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS
(R9 – 2.8.19)**

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ADDITIONAL FORMS – See HOA Web Site at [http://fairhillshoa.com]

Express ARC Review Application

Application to ARC Review

Homeowner Information Form

**FAIRHILLS OF CANTERFIELD HOMEOWNERS ASSOCIATION
WEST DUNDEE, IL 60118**

INTRODUCTION

1. The Fairhills of Canterfield Homeowners Association consists of 122 Single Family Homes and common areas. The Association is responsible for the maintenance of all common areas.
2. The purpose of this manual is to provide information that will help us all live in comfort and safety at Fairhills of Canterfield. The rules are designed to maintain a high quality of life for the residents, which in turn will make Fairhills of Canterfield a desirable place to live and will contribute to the appreciation in the value of our homes.
3. Membership in the association includes every person or entity that owns in fee simple title any lot, including contract purchasers, and any beneficiaries of trusts holding legal title. Each member has certain rights, which are defined in the Declaration of Covenants, Conditions and Restrictions with amendments. (CCRs).
4. The Board of Directors (herein referred as to the Board) is comprised of unit owners that are elected at large by the members. Directors serve two-year terms after they are elected. The Board administers the functions of the Association.
5. Any homeowner who is in good standing with the Association is eligible to serve on the Board. If there are multiple owners of a home, including spouses, only one owner can serve on the Board.
6. Board meetings are open to all HOMEOWNERS. Each March the members of the Association meet to elect members to fill the positions on the Board. Notices are sent to all members within 30-days prior to the Annual Meeting.
7. The Board may retain the services of a professional management agency (herein referred to as Management or Managing Agent) to execute business matters and to enforce all policies as established by the Board. All inquiries regarding assessments or services should be directed to the Management Company, or if none has been retained, then to the Board directly.
8. Since your conduct and rights are in great part governed by these documents, you are urged to read and become familiar with them. Each unit homeowner will be held responsible for compliance with the Rules and Regulations as set forth in this manual. Failure to do so will result

in action by the Board of Directors, which could lead to the levying of fines and/or penalties. The Declaration provides that the cost and fees incurred by the Board in enforcement of these rules shall be borne by the homeowner.

This manual has been created in good faith to provide the homeowner with additional important information and is believed to be correct; however, it does not in any way supersede the CCRs.

ENFORCEMENT

1. Notice of violation of the rules will be given by means of a letter from Management stating the rule violations, date and if available, the approximate time of the violation, as well as any other pertinent data. These letters may result from complaints of neighbors, the Management Company, or any Board Member. Letters will be sent to the Homeowner. It is the responsibility of the homeowner to confer with their tenant, if applicable.
2. Homeowners will have a stated number of days noted to correct any violation or contact the Board with a plan for correcting the violation. If the violation is not corrected the homeowner may be fined.
3. If applicable, homeowners also have a stated number of days from the receipt of the notice of the fine imposed, to inform the Board in writing that the violation will be protested. The Board of Directors, at its next meeting, may conduct a hearing into the matter. The Board's decision will be binding.
4. If a violation is to be protested, the homeowner may appear at the next scheduled Board meeting. If unable to attend, a special meeting may be arranged between the alleged violator and the Board, at the alleged violator's request. The meeting must be arranged within twenty-one (21) days after receipt of the violation notice.

BASIC HOMEOWNER RESPONSIBILITY

1. All homeowners and residents should keep the Board of Directors and/or the Management Company informed about problems, suggestions, questions, etc., that they might have. The Board and Management Company can only work to correct problems when they become aware of them. Inquires must be submitted to the Board using either Email BoardOfDirectors@FairhillsSHOA.com or by US Mail.
2. Homeowners and residents are strongly encouraged to assist the Board and Management in keeping Fairhills of Canterfield and all the Common Areas of the property and elements in good, clean, neat & orderly condition. Homeowners are encouraged to practice good housekeeping skills in order to maintain the condition, attractiveness, and value of the properties within the Fairhills of Canterfield community. In addition, this will help to keep the association fees at a reasonable rate.

3. All homeowners and residents are expected to read all correspondence sent by the Board or Management Company and to respond to any questionnaires, forms, etc.
4. Homeowners must pay their Annual Assessment and/or fines on time. If not paid within thirty (30) days after the due date, the assessment and/or fines shall bear a Late Fee of Fifty Dollars (\$50.00) per month from the date of delinquency.
5. Homeowners whose fees have not been paid by the March 30th deadline will be sent an account ledger and/or a Collection Warning Notice.
6. Homeowners whose fees are more than 60-days overdue will be sent a certified demand letter. If payment, or payment arrangements, is not received within this time frame, the account will be referred to the association's attorney for collection. All fees/costs associated with this matter are the homeowner's responsibility and will be charged back to their account. These fees include, but not limited to, attorney's fees, and costs.
7. Homeowners are encouraged to attend Board Meetings. Dates and times will be announced in mailings, newsletters, or the homeowner's association website.
8. Any acts of vandalism or security concerns shall first be reported to the West Dundee Police Department, and then to the Board/Management so that the necessary repairs may be completed, if needed.
9. Door to door soliciting is prohibited.
10. All storm doors and/or windows must be a color consistent to the original colors, which is similar to the existing exterior structure. All replacements must have written approval by the Architectural Review Committee (ARC).
11. All maintenance issues must be approved by the ARC. Any homeowner contemplating any exterior maintenance to their home must receive written approval from the ARC. Please visit our web site at <http://fairhillshoa.com> for instructions or contact any member of the Board of Directors.
12. No lot shall be subdivided or change its boundary lines without written approval by the Board of Directors and/or the ARC.
13. No timesharing or exclusive use of the dwelling via rotation among residents is permitted.
14. No firearms or discharging of firearms, including BB guns, pellet guns, or other similar types of firearms, is permitted.
15. Any homeowner that wants to install a Satellite Dish must receive prior written approval from the ARC.

APPEARANCE OF DWELLING UNITS AND COMMON AREAS

1. No personal items are allowed to be stored, attached, tied to, or adhered to any of the Common Areas.
2. Nothing shall be done by any resident or homeowner to alter, modify/add/change a structure, or provide landscaping improvements without prior written approval of the ARC.
3. Change in exterior color any dwelling is not permitted, unless written approval by the ARC is provided.
4. At no time may any homeowner or lot render any endangerment or provide an unhealthy environment.
5. All homeowners are to keep their lawn mowed to a length not to exceed 4 inches, and to keep weeds under control. If not properly controlled, weeds will spread to the lawns of neighbors. Homeowners are also to keep all bushes & shrubs trimmed and looking neat and orderly at all times.
6. Interior window coverings are to be hung neatly and kept clean as to present an attractive appearance to the exterior of the home. No materials shall be used as window or door coverings that are not commercially considered to be a curtain, drapery, shade or blind.

Temporary coverings may be used for a maximum of 4-weeks after the resident's first move into a home. Paper or paper products are not permitted as temporary coverings. The use of exterior plastic on any window is NOT permitted. All windows & screens are to be kept in good repair. Unsightly & unkempt conditions are not permitted.

7. Balconies, Decks & Patios:
 - A. Homeowners and residents are to keep balconies, decks, and patios clean, orderly and free from unsightly clutter, rubbish & debris.
 - B. Only patio style furniture and grills are permitted for seasonal usage on the balconies, decks, and patios. Nothing is to be stored in these areas.
 - C. Balconies, decks, and patios are not be used as pet runs. Pets are not permitted to be tied up to/on balconies, decks, patios or porches OR any common areas.
8. No clothing, laundry, sheets, blankets, rugs or other similar items is permitted to be hung out or exposed on the balconies, decks or patios.
9. Residents are encouraged to remove all delivered newspapers by the end of the day, to keep a neat and orderly appearance.

10. No trailer, tent, shack, garage, barn, storage structure that is temporary in character is to be used for any residence.
11. No plants, seeds or other landscaping shall harbor or breed any infectious diseases or noxious insects.
12. No trees shall be removed except for diseased or dead/dying trees, or those prohibiting the growth of other trees, is permitted without the written authorization of the ARC.
13. No overhead utility lines, including cable television, or solar energy collector panels, or other energy conservation equipment is permitted without the written authorization of the ARC.
14. No use, fishing, swimming, boating, playing, or use of personal flotation devices is permitted in any wetland, lake, ponds or streams within the Common Area.
15. The use of motorized vehicles, bicycles, unicycles, or other wheeled vehicles, of any kind, by any resident or guest, is strictly prohibited on the Public Trail Easements or Private Trail Easements.
16. One "For Sale" or "For Rent" sign is allowed for display in a window or in front of an owner's home, of not more than five (5) square feet. No billboards, unsightly objects or nuisances, or erected signage is permitted. Exceptions: Security or neighborhood watch signs and American Flags.

CONDUCT

1. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any home. However, a home office would be permitted provided that no outside signage is displayed.
2. No litter or waste may be deposited on the property.
3. In the spirit of community living, no loud disturbances such as overly loud playing of radio, stereo, TV, obnoxious or offensive activity, annoyance or nuisance to other residents are permitted in or near any home or the common area. West Dundee Village Code, Title 6, Chapter 5 declares additional requirements regarding this subject.
4. Nothing shall be done to a home or common area, which will increase the rate of insurance on the property.
5. The homeowner is responsible for their pets, tenants, and guests. In the event the homeowner fails to maintain, repair, or replace portions of the common area damaged or destroyed by their pets, any occupants or guests, the Board may make such necessary repairs and replacements and charge back the cost to the unit owner.

6. The operation of ham or amateur radios, or the erection of any antenna is not permitted.
7. No homeowner shall install any fencing, shrubbery, trees, plants, retaining walls or other structures to any designated area NOT within their plat as recorded in the Kane County Recorder's Office.
8. Only fences of approved materials are permitted. These include composite materials (i.e. TREX), wood, brick, stone and wrought iron. No chain link or stockade wood fences are permitted. The ARC prior to the installation must approve all installations in writing.
9. No above-ground swimming pools are permitted. Jacuzzis, hot tubs, or spas are allowed in accordance with the Declarations & Covenants.
10. Seasonal/Holiday décor is permitted to be displayed no earlier than 30-days before and no more than 30-days after the holiday. An exception to the removal deadline may be made for the Christmas Holiday, only if weather does not permit its removal.
11. Approval by the ARC for any basketball hoops or backboards must be received prior to any installation.

INSURANCE

1. All Homeowners are responsible for providing homeowners insurance for their homes, including the contents, furnishings and personal property therein, and may be required to provide proof of insurance to the Board/Managing Agent from time to time. This information will be kept confidential and on file.
2. The association shall maintain liability insurance on the common property. A Certificate of Insurance may be obtained upon request from the insurance provider.

GARBAGE

1. All garbage other than recyclables must be placed in garbage cans. Plastic bags will not be permitted unless the content of the bag is of a size that will not fit into the garbage can.
2. On all days excepting the day of collection, containers must be stored on the owner's premises on the side of a structure or otherwise out of site so as not to be seen from any neighboring home and street. All containers shall be removed to the garage promptly after scavenger pick up. No trash is to be burned on any lot.

SALES OF UNITS

1. No property can be sold without obtaining a Paid Assessment Letter from Management.
2. No Paid Assessment Letter or financial information will be released by the management unless the following has been taken care of:
 - A. All applicable fees must be received by the management company.
 - B. The Declaration of Covenants, Conditions & Restrictions, and Rules & Regulations must be turned over to the new owner/buyer. If the Declarations of Covenants, Conditions & Restrictions, and Rules & Regulations are not turned over to the new owner, the Board of Directors directs the new owner to visit the Association's website at <http://fairhillshoa.com> to view and/or print copies of all Declaration documents.
3. Realtor open houses will only be permitted when the listing agent provides an attendant at the unit. This is to allow only authorized persons and agents access to the unit. No doors are to be propped open and no unit is to be left unattended.

RENTALS & NON-RESIDENT OWNERS

1. If you intend to rent your home, you must contact the Management Company in writing at least ten (10) days prior to occupancy of your unit. The Management Company must have on file a current Homeowner Information Form. Any homeowner who does not reside in their home shall provide the management company with their permanent resident address and phone numbers where they can be reached in an emergency, both at home and at work, as well as a cell number if applicable.
2. The homeowner is responsible for all fees, fines, charges, etc., on their account.
3. In the event any tenant or guest violates the Rules & Regulations, management will notify the homeowner in writing. The homeowner is responsible for ensuring that his/her tenant complies with the Declaration and Rules & Regulations of the Association.
4. No homeowner may lease less than the entire home; nor may the unit be leased for transient or hotel purposes.
5. Any expenses incurred by the association in trying to locate any homeowner who fails to provide any of the above information, shall be charged back to the homeowner. Unless otherwise provided by law, any homeowner who fails to provide such information shall be deemed to have waived their right to receive notices at any address other than the address of the unit, and the association or management shall not be liable for any loss, damage, injury or prejudice to the rights of any such homeowner caused by any delays in receiving notice resulting therefrom.

PETS

1. Only domestic household pets may be kept in the home providing they are not maintained for commercial purposes and providing their owners abide by all rules pertaining to pets.
2. No resident shall keep more than two (2) household pets.
3. Only 1 exterior animal structure is permitted, and shall not be visible from the street.
4. The unit owner is financially responsible for all damages to the common area as the result of their or their tenants or guests pet's behavior (i.e. damage to bushes, trees, grass, etc.).
5. All pet fecal matter deposited on any common area must be cleaned up immediately and properly disposed of.
6. Pets are not to create a nuisance (i.e. continual barking), disturbance, or health hazard for other residents or their property.
7. Pets must be accompanied by the pet owner and under control at all times. Pets are to be leashed at all times when out of doors. Pets, including cats, are not allowed out of doors unleashed unless an invisible fence has been installed on the property.
8. If any pet owner continually violates the rules, the Board may, on an individual basis, require the owner to remove the pet from the residence. If legal means are necessary, all fees associated are the homeowner's financial responsibility and will be charged back to their unit account.

VEHICLE PARKING

1. Parking shall be done so as not to obstruct ingress or egress to any mailboxes, sidewalks, fire hydrants, and stop signs or fire lanes.
2. Off-street parking shall be permitted in either the front or side yard provided that the off street parking occurs on a paved driveway perpendicular to the street leading to a garage.
3. Only operable vehicles are permitted to be parked in a homeowner driveway. No mobile homes, trailers, commercial vehicle, snowmobiles or boats are allowed to be stored on any driveway. They must be kept in garages only.

FINE SYSTEM

1. A violation of any Declaration of Covenants, Conditions & Restrictions or Rule & Regulation will be subject to a fine not to exceed \$5,000 per violation, plus legal expenses as

applicable. If applicable, all homeowner privileges shall be revoked until all fines are paid and the violation corrected. The Board of Directors reserves the right to implement a daily fine for continuing violations until such time as the violation is corrected.

2. The following is the adopted fine schedule that will be applied to all offenses. Each notice will require 7-days to correct or respond by providing the Board of Directors with a date as to when it will be corrected.

1st Offense – Warning Notice sent via 1st class mail; no fine assessed.

2nd Offense – Fine Notice sent via 1st class mail, and a \$50.00 fine assessed.

3rd Offense – Fine Notice sent via 1st class mail, and a \$75.00 fine assessed.

4th Offense – Fine Notice sent via 1st class mail, and a \$100.00 fine assessed.

5th and all subsequent offenses – Fine Notice sent 1st class mail and a \$100.00 fine assessed.

3. The rights to modify such fines, penalties and charges will be at the discretion of the Board. Any offense not corrected within the required time frame will be considered an uncorrected offense and will be handled accordingly.

4. If the homeowner feels that the violation has been wrongfully or unjustly charged, a written request for a hearing must be received by the Association requesting a Hearing with the Board. The request must be in writing and must be received by the Board/Managing Agent within fourteen (14) days after the date of the second violation notice.

5. Should no protest be filed within this time frame, the owner waives the right to a Hearing with the Board and the allegations of the second violation notice will be considered true.

6. Should a protest be filed, a Hearing on the matter will be scheduled with the Board/Managing Agent no later than four (4) weeks after receipt of the written protest. Notice of the date, time, and location of the Hearing will be send via First Class mail.

At the Hearing, the Board will listen to and consider arguments, evidence, or statements regarding the alleged violation. After a full hearing, the Board will state its determination. The decision of the Board will be final and binding on the owner. Notification of the determination will be mailed to the owner.

PAYMENT OF FINES

Payment of any fines assessed under this policy will become due and owing immediately or not more than thirty (30) days. However, the Board may pursue other legal or equitable remedies during this time. Notices are deemed made when mailed to the owner. Homeowners are responsible for violation and fines caused by their guests.

REPEAT/CONTINUED OFFENSES

1. Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action including injunctive relief, Forcible Entry and Detainer, or Lien Foreclosure. All attorney's fees and costs incurred will be charged back to the homeowner's account.
2. Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration of Covenants, Conditions & Restrictions and/or Rules and Regulations of the Association.
3. The remedies in this policy are not exclusive and the Board may, in addition, take any action available at law or provided in the Declaration of Covenants, Conditions & Restrictions and/or Rules & Regulations to prevent or eliminate violations.