

Ginger Woods Homeowners Association

Rules & Regulation

Revision:
April 1, 2011

PREFACE

These Rules & Regulations have been adopted with the intent of providing the residents of Ginger Woods Home Owners Association with a practical plan for day to day living. Its goal is to maintain our community as a first-class association and to provide residents with common sense guidelines for living together as neighbors. A successful Association is a community of owners who exhibit a pride of home ownership and share a common vision as to what constitutes a desirable neighborhood.

Membership in the Ginger Woods Home Owners Association runs with the property. Each buyer of property within Ginger Woods is bound by the governing documents of the Association that include the Declaration, By-Laws, Rules & Regulations and Design Review (Architectural) Guidelines. Homeowners who oppose a particular rule or regulation are asked to keep the following points in mind:

Living in an Association means one must adhere to certain Rules and Regulations due to the necessity for architectural conformity and the demands of the Declaration and By-Laws, which exist for the benefit of our community and helps to maintain our property values

You have the right to petition the community to change a regulation if you feel that a particular regulation no longer applies or is unduly restrictive of the majority. If you are found in violation and are fined, remember this action is taken because the majority of homeowners in Ginger Woods consider it to be just and proper

Effective Rules & Regulations requires the cooperation of all residents of the Association. The best approach to resolving a difference with a neighbor is to talk to your neighbor directly. However, should this not resolve the problem, an official written complaint can be filed with the Property Manager or Board of Directors.

Each resident's cooperation and participation is encouraged. This is your Association and these are your rules.

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SECTION I - INTRODUCTION

- 1.1 The following Rules & Regulations flow from and supplement provisions found in the Declaration of Covenants & Restrictions, the First Amended and Restated Declaration of Covenants & Restrictions and the By-Laws of Ginger Woods Homeowners Association. It is not the intent of these Rules & Regulations to be a substitute for the Declaration of Covenants & Restrictions or By-Laws.
- 1.2 To the extent that the provisions of applicable law (federal, state, or local), the Declarations of Covenants & Restrictions, the By-Laws, the Design Review Guidelines and the Rules & Regulations are in direct conflict, the provisions of applicable law shall first control followed by the provisions of the Declaration of Covenants & Restrictions, the By-Laws, Design Review Guidelines, and the Rules & Regulations, in that order.
- 1.3 These Rules & Regulations are binding on all Unit Owners, Residents, their Families and Guests. The Unit Owner is responsible for communicating the Rules & Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.
- 1.4 The provisions of these Rules & Regulations can only be amended by vote of the Board of Directors in open meeting following notice to the community of a pending change and allowing for a minimum of 30 days for public comment.

SECTION II - DEFINITIONS

- 2.1 Association: Refers to Ginger Woods Homeowners Association
- 2.2 Assessments: The amount due from each owner on an annual basis for common expenses
- 2.3 By-Laws: Contains regulations for the administration and management of the Association. It is recorded along with the Declaration of Covenants & Restrictions with DuPage and Kane County against all properties within Ginger Woods.
- 2.4 Declaration: Abbreviation which refers to the Declaration of Covenants & Restrictions that has been recorded with DuPage and Kane County against all properties within Ginger Woods. The legal document that creates the plan for the Association provides for restriction of owner's rights, deed, and covenants/restrictions. It sets up the owners/association relationship and binds property owners both present and future.
- 2.5 Common Area: Includes the berms surrounding the properties, the corners where entrance signs are located, certain open areas within the properties, the retention ponds and Ginger Woods Community Park.
- 2.6 Property Manager: A professional hired by the Association to manage the day-to-day affairs of the Association.
- 2.7 Properties: All real property, common and private, within the Ginger Woods Home Owners Association as defined in the Declaration

SECTION III - GENERAL RULES

3.1 Contractor

Working Hours Residents who employ contractors to perform services shall not allow the performance of such services weekdays before 7:00 a.m. and weekends before 9:00 a.m. All such contract services must terminate each evening no later than dusk. Contract services include, but are not limited to, general construction activities, lawn maintenance and automobile repairs. Services such as snow plowing, snow removal, emergency repairs to your home and new home construction are excluded. Contractor trucks, trailers and all other equipment or materials must be removed from streets each evening.

3.2 Garage Sales

Residents must comply with the City of Aurora rules regarding Garage Sales and the Ginger Woods Sign regulations contained in Section 3.14.

3.3 Garbage

All rubbish, trash, and garbage shall be regularly removed from the properties and shall not be allowed to accumulate thereon. Between scheduled pick-ups, garbage cans, recycle bins, regular landscape waste and other similar items should be stored in your garage or in an area screened from view of neighboring units, streets, and property located adjacent to the unit. Seasonal tree and bush trimmings too large for landscape waste bags may be stored no longer than seven days in the rear only of your unit. Sealed garbage bags, hard containers, recycle bins and/or seasonal tree and bush trimmings may be placed outside for collection no earlier than 7:00 pm the night before collection day. Containers are to be removed from the street by 7:00 pm the day of collection.

Please check with the City of Aurora for the current regulations regarding refuse collection. Highlights of the regulations in effect at the time of this publication are as follows. Garbage should be in a garbage can with handles or in a plastic bag. Each container or bag may not exceed 32 gallons in size or 60 pounds in weight when full. Each container or bag must have a city waste sticker attached to it. Overweight, overcapacity, or un-stickered containers will not be picked up. Cardboard/boxes must be cut into 2' X 2' pieces and stacked under the green or blue recycling bin.

3.4 Guns

The discharge of firearms within the properties is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types regardless of size.

3.5 Lighting & Holiday Decorations

All exterior lights must be approved in accordance with Design Review (Architectural) Guidelines with the exception of seasonal holiday lights that are subject to the following restrictions.

a. Holiday lights and decorations may be installed from November 1st through February 15th, but may only be illuminated from Thanksgiving until January 15th. The take down date may be extended at the sole discretion of the Board of Directors in response to weather conditions.

b. Lights and decorations for holidays falling outside the above dates may be displayed from 3 weeks prior to the holiday to one week after.

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3.6 Noise

It shall be unlawful for any person within the Association to make, continue, or cause to be made or continued, any loud, unnecessary or unusual noise which either annoys, disturbs, injures or endangers the comfort, repose, convenience, health, peace or safety of others, within the corporate limits of the Association.

- 3.7 **Nuisance (Quiet Enjoyment)** No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties. See also Section 3.16 ("Unsightly or Unkempt") of this document.

No unlawful, noxious, immoral, or offensive activity shall be conducted anywhere on the Subject Property or in any Dwelling Unit nor shall anything be done thereon and/or therein either willfully or negligently which may become an annoyance or nuisance to any neighboring residents within Ginger Woods (Declaration of Covenants & Restrictions - Article VII, Section 17).

The front and side exterior of units may not be used for storage. Ladders, bags of fertilizer, lawnmowers & tools, garbage cans, etc., must be stored out of sight. Normal patio/deck items such as lawn furniture and BBQ grills are allowed in the rear yard. Firewood may be neatly stacked on the side or rear of the unit.

Compost centers shall be strictly prohibited.

3.8 Ginger Woods Community Park

The grounds and play area located in Ginger Woods Park at the end of Charter Oak Court are available to all residents on a first come basis provided the area has not been previously reserved for a special event. To reserve any of these areas for a special or structured event, the Fox Valley Park District must be contacted.

3.9 On-Site Fuel Storage

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Properties except that up to five (5) gallons of each fuel type may be stored on each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment

3.10 Parking

3.10.1 Unit Parking. All vehicles, including but not limited to automobiles, vans, camping trailers, boats, tractors, trucks, motorcycles, mobile homes, junk cars or other vehicles of any type whatsoever shall not be stored, permanently or temporarily, anywhere on the Subject Property, except in an enclosed garage. Notwithstanding the foregoing, the following exceptions shall be allowed: a) camping trailers, boats, and recreational vehicles (not including mobile homes) may be parked on driveways for a period of one day while the Owner of the Dwelling Unit is preparing for or unloading from a trip and b) the operable

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automobiles being used by the owners, occupants, and their invitees, of any of the Dwelling Units in Ginger Woods may be parked on the owner's driveways (without blocking the public sidewalk), if any, and public streets as permitted by law. In no case may recreational vehicles be used as living quarters within the Properties.

Vehicles displaying advertising placards or signage, commercial vehicles, tractors, trucks, vehicles higher than Class B, boats and other watercraft, and boat trailers may only be parked in garages with the exception that boats, boat trailers, and other watercraft may be parked in your driveway for no more than 12 hours in preparation for use or for routine maintenance

3.10.2 On Street Parking. The City of Aurora regulates parking on streets within Ginger Woods. Parking on all streets that have been dedicated to the City of Aurora is subject to city ordinance and city enforcement. Highlights of the City regulations include 1) unless posted otherwise, cars may be parked for no more than 48 hours on any city street; 2) no commercial vehicle, trailer or truck tractor exceeding two tons in weight shall be permitted to be parked on any public street in a residence district for a longer period than two (2) hours.

3.11 Pets/Animals

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any portion of the properties except dogs, cats, or other usual and common household pets provided that they are not kept, bred, or maintained for any commercial purpose. No dog runs, kennels, or enclosures of any type shall be kept or maintained outside the Dwelling Unit and no household pets of any type whatsoever shall be kept, maintained or housed anywhere except inside the Dwelling Units or garages. The owners of household pets shall be responsible for cleaning up after their pets and shall be responsible to repair and to pay for any damage caused by the animal. No animal shall be permitted if it is a nuisance to any other resident of Ginger Woods.

All household pets shall not be allowed unattended outside the Dwelling Unit. If a pet is taken off of the owner's property, the pet must be on a leash. Animals shall not be allowed to run loose, except within its Owner's Lot and as allowed by the City of Aurora Ordinances. Owners in the Subject Property shall be likewise responsible for and be subject to these provisions for the household pets of their guests.

City of Aurora ordinances regarding pets apply which include the following: Each household is limited to four domestic animals, not to exceed two of any species. Newborn animals that are not retained in accordance with the above shall be allowed to remain in the household up to four months. Every person who owns or harbors a dog or cat is required by the City of Aurora to register for a license within thirty days and to display or attach the license tag to the collar of the registered dog or cat at all times.

Pets which roam free, or in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the owners of other units or the owner of any portion of the properties shall be removed upon request of the Board after notice and opportunity for a hearing. If the owner fails to honor such request, the Board may have the pet removed.

All pet owners must immediately clean up after their pets when walking on common and private grounds within Ginger Woods, including own residences yard. Owners who do not clean up after his/her pet will be fined according to the schedule listed in Section IV of this document.

3.12 Ponds and Detention

Areas All water elements on common areas within the Properties shall be aesthetic amenities only, and no other use, including without limitation fishing, swimming, boating, playing, ice skating, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of any authorized or unauthorized use. They shall not be contaminated by anything other than water from the storm drains. Items such as garbage (of any type), grease, motor oil, etc. are prohibited from being disposed of into the ponds. Homeowner installed ponds require Design Review Committee approval.

3.13 Sidewalks

Public sidewalks in front of your residence should be kept in good repair. The City of Aurora sponsors a 50-50 program to help residents replace/repair damaged sidewalks. Please contact the City for more information.

3.14 Signs

No sign of any kind shall be erected within the properties without the written consent of the Board of Directors. Permanently installed decorative signs are subject to Design Review (Architectural) Guidelines.

The following provisions constitute written consent for certain limited applications:

3.14.1 "For Sale," "For Rent" and/or "Brokerage" Signs. These signs are limited to one standard type "Realtor" or commercially available "By Owner" sign per unit placed on the front lawn only. Four standard or commercially available "Open House" directional signs may be placed on common property at the nearest entrances to the neighborhood the day of the open house only. Additional directional signs must have the consent of the appropriate property owner. Directional "Open House" signs are permitted the day of the event only.

3.14.2 Special Occasion Signs. Signs such as Birthdays, Birth, etc. supplied by a sign rental company may be displayed for no longer than one week and may exceed standard size limitations.

3.14.3 Political Signs. Political signs may be displayed on your private property only and are limited to one per issue or candidate and must be removed within 24 hours of the election. City of Aurora regulations state that political signs must be less than six square feet (2 x 3) and may not be placed on any public right of way including the area between the sidewalk and the street.

3.14.4 Garage Sale Signs. Garage Sale signs are limited to one per unit on your private property. Four directional signs may be placed at the nearest entrances to the neighborhood. Additional directional signs must have the consent of the appropriate property owner. Garage Sale and directional signs are permitted the day of the event only. See also Section 3.2 of this document.

3.14.5 Security Signs. Security System signs are limited to one per unit on your private property.

3.14.6 Other Signs. Please contact the Design Review Committee or the Board of Directors for permission to install any other type sign.

Hand lettered paper or cardboard signs are not allowed on common areas. Signs must be weather resistant

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and commercially made or computer generated. Signs can be no larger than 3 ft by 4 ft.

Signs, flags, banners or similar items advertising merchandise, business services, or providing directional information to activities/events outside of Ginger Woods are expressly prohibited on both private property and common areas.

3.15 Tents, Trailers, and Temporary Structures

No tent, utility shed, shack, trailer, or other structure of a temporary or permanent nature shall be placed upon a unit or any part of the properties. Camping tents and rental party type tents may be allowed for up to 48 hours in the rear yard only.

3.16 Unsightly and Unkempt

It shall be the responsibility of each owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his/her unit. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the properties. See also Section 3.7 – Nuisance of this document

1. Lawns

Lawns (including parkway area between the sidewalks and the curbs) must be maintained such that the number of noticeable weeds is less than five in a 25 square foot area; the homeowner must take immediate action to kill or remove the undesired growth. If there is not an improvement within a 30-day period the board of directors may issue fines. Any lawns where the amount of dead grass is greater than 75% of a contiguous 25 square foot area must have the areas replanted within 30 days of notification.

2. Trees and Bushes

The homeowner is responsible to ensure that all trees and shrubs on his or her property are reasonably maintained. This includes the trimming of shrubs to maintain a neat appearance as well as trimming and removal of dead branches.

3. Mulched beds

All mulched beds around parkway trees must be maintained to a minimum 30" diameter mulched ring. The edge of the ring must be kept with a spade edge. The tree ring must be free of grass and weeds.

Landscaped beds, which are defined as areas containing plants other than lawn grass must be kept free of weeds and lawn grass. The edge must be maintained with a spade edge or other natural material as defined in section 2.5.2 of the design review guidelines.

Exterior of the dwelling must be kept in good repair -- no peeling paint or hanging screens or shutters.

When the Association declares a property unsightly, the unit owner will be sent a written notice that will give a reasonable length of time for the owner to bring the property up to standards. If the owner fails to bring the property up to standards, the Association may have the work performed and will bill the expense to the unit owner.

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3.17 Vandalism

Any acts of vandalism to common areas should first be reported to the Aurora Police Department and then to the Property Manager and Board of Directors so that the necessary repairs may be completed.

Charges incurred to repair damages made by a Unit Owner, Tenant, Family Member and/or Guest will be billed to the Unit Owner.

3.18 Business

Use All lots in Ginger Woods may be used only for residential purposes, and for those home occupations permitted by the City of Aurora in the R-1 district. Furthermore, an Owner may conduct his or her occupation in the residence provided that the following conditions are met:

- i. No commercial activities shall be permitted;
- ii. Only the Owner of the residence and any resident thereof shall be permitted to conduct the home occupation;
- iii. No signs shall be permitted;
- iv. All ordinances and regulations of the appropriate governmental authority shall be complied with.

All business activities must also be conducted within the unit such that: (a) the existence or operations of the business activity is not apparent or detectable by sight, sound, or smell from outside the unit; (b) the business activity conforms to all zoning requirements for the properties; (c) the business activity does not involve persons coming onto the properties who do not reside in the properties or door-to-door solicitation of residents of the properties; and (d) the business activity is consistent with the residential character of the properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the properties, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fees, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a unit shall not be considered a trade or business within the meaning of this section.

3.19 Leasing Policy – Rules Relating to Leases, Lessees and Non-Resident Unit Owners

- A. A Unit Owner shall not lease less than the entire Unit nor may the Unit be leased for transient or hotel purposes. Every lease must be for a minimum period of twelve (12) months
- B. Every lease shall be in writing and shall contain the following: "THIS LEASE IS SUBJECT TO COMPLIANCE BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION OF COVENANTS & RESTRICTIONS, THE BY-LAWS, AND THE RULES AND REGULATIONS OF GINGER WOODS HOMEOWNERS ASSOCIATION "
- C. The Owner shall give a copy of any lease and the completed Leasing Questionnaire (Exhibit E), together with such additional information as may be required, to the Board and the Property Manager at least five (5) days prior to the occupancy date on the lease. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner's account, minimum expense not to exceed \$10.

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- D The Owner must make available to the Lessee copies of the Declaration, By-laws, and the Rules and Regulations, and the Lessee shall be subject to and shall comply with all the terms thereof. The lessee should sign for documents, that they read and understand same. The Owner shall assume responsibility for any violation by his/her tenant of the Declaration, By-laws, or Rules & Regulations. If a tenant violates any provision of the Declaration, By-laws, or Rules & Regulations, the Board at its discretion shall determine what action or actions should be taken against the Owner and/or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions necessary to terminate the lease
- E. All costs and expenses, including court costs and attorney fees, incurred by the Board in connection with any violations under this leasing policy shall be assessed to the account of the Unit Owner responsible thereof.
- F. All off-site Unit Owners shall provide the Association and the Managing Agent, in writing, their current address(es) and telephone number(s) where they may be reached in an emergency, both at home and at work. Any expenses incurred by the Association in locating an Owner who fails to provide such information shall be assessed to that Owner's account. Any Owner who fails to provide his current mailing address shall be deemed to have waived the right to receive notices at any address other than the address of the unit. The Association shall not be liable for any loss, damage, injury or prejudice to the rights of said Owner caused by any delays in receiving any notice that may result therefrom. Changes in address should be reported to the Association and the Managing Agent at least seven (7) days prior to the change occurring
- G In addition to other rights granted by State law, Unit Owners of unapproved leases may also be assessed a daily fine of up to \$25.00 per day until the situation is remedied
- H There shall be a leasing fee of \$250 due to the Ginger Woods HOA that should accompany the copy of the lease and sent to management once lease is signed. The non refundable \$250 fee will be for the term of the lease to cover the Associations administrative fees
- I Unit Owner or tenant is responsible for his/her guests' compliance with the Declaration, By-laws, and Rules and Regulations of the Association. Owner must also be in compliance with the City of Aurora rental ordinances – "City of Aurora Ordinance – 008-97.

SECTION IV - VIOLATIONS AND FINE POLICY

4.1 Resident Participation

Unless the Board, through the Property Manager (if applicable), is notified of rule infractions by homeowners that witness them, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing homeowners, each resident's cooperation and participation is encouraged.

4.2 Reporting a Violation

In order to report a violation, residents are asked to complete a 'Witness Violation Complaint' form. The complaint form must include the following information:

- a. the name, address and phone number of the complaining witness;
- b. the owner's name and/or address where the alleged violating person resides; and
- c. the specific details or description of the violation including date, time, and location where it was alleged to have occurred.

The complaint form can be obtained from the Ginger Woods web site at <http://www.gingerwoods.org>, from the Property Manager, or the Board of Directors. Once the complaint form is completed, residents are asked to forward them to the Property Manager of any of the then current members of the Board of Directors.

4.3 Process

Written Warnings & Violation Notices are issued by the Property Manager, or persons authorized by the Board to do so, to the party allegedly committing the violation or allowing his family members, tenants, guests, invitees or pets to commit a violation when one of the following occurs:

1. The Association receives a Witness Violation Complaint from a resident.
2. A Board Member or the Property Manager will issue a witness statement based on his or her own observations.

4.4 Written Warnings

Written Warnings for the first offense of a particular rule will be sent by U.S. postal service certified mail to the owner of record within 10 business days of the alleged violation. The warning will include specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences for subsequent violation of that rule. Request for a hearing to protest the written warning must be made within 10 business days after receipt of the Written Warning. See also Section 4 5 below on hearings.

4.5 Notice of Violation (N.O.V.)

If subsequent violation complaints are received in regards to the same rule within one year of a previous complaint or if the steps outlined in the written warning to rectify the situation have not been taken, a Notice of Violation will be sent by U.S. postal service certified mail to the owner of record within 10 business days of the alleged violation or lack of compliance. The notice will include the specifics of the alleged violation along with the amount of fine to be imposed.

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4.6 Hearings

Within 10 business days after receipt of the Notice of Violation, person in violation may make a written request to the Board of Directors for a hearing. Provided the N.O.V. recipient has properly requested a hearing, that person will be given a written notice informing him or her of a time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. At that time, the N.O.V. recipient will have the opportunity to defend him or herself. All hearings will proceed with or without the presence of the accused owner. The person signing the Witness Violation Complaint Form who is alleging the violation must be present or the complaint will be dismissed and cannot be brought again for the same violation at the same time and place. The decision of the Board or its duly authorized committee shall be rendered in writing within 5 days after the hearing and such decision shall be binding upon all parties.

4.7 Penalties/Fines

1. The first offense will result in a written warning.
2. The second offense will result in a fine of \$25 which will immediately be charged to the homeowners association account.
3. The third offense will result in a fine of \$100 which will immediately be charged to the homeowners association account.
4. The fourth offense will result in a fine of \$200 which will immediately be charged to the homeowners association account.
5. The fifth offense will result in a fine of \$400 which will immediately be charged to the homeowners association account.
6. Pursuant to Ginger Woods Homeowners Association policy, a lien will be placed against any properties which have unpaid accounts of \$500 or more.
7. Pursuant to Ginger Woods homeowners Association policy, legal action of 'forcible entry and detainer' (eviction) will be taken against any properties which have unpaid accounts of \$1000 or more.

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4.8 Costs

In the event of any violation of the Design Review Guidelines, Rules & Regulations, or the Declaration of Covenants & Restrictions, the Board of Directors reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorney's fees shall be charged to the account of the offending owner at the time they are incurred. Any restoration costs to bring property into compliance incurred by the Association will be charged to the account of the offending owner.

SECTION V - ASSESSMENTS

5.1 Annual Assessments

Annual assessments are currently billed in two installments. The first installment billing is mailed in mid-December and is due on February 1st. The second installment is billed in mid-May and is due on July 1st.

5.2 Late Fees

A late fee of \$40 will be added to accounts with unpaid assessments each 2nd of the month following the due date. Late fees will only be levied on unpaid assessments; not fines or other charges that may be due and payable.

5.3 Lien Placement

Accounts with balances of \$500 or more will be referred to legal counsel or a collection agency for collection as a matter of course. Additionally, the legal counsel will be instructed to place a lien against the property with the appropriate County. All attorney fees, filing fees, court fees or any other fees incurred in collection will be added to the account of the owner.

5.4 Forcible Entry and Detainer

Pursuant to the Statutes of the State of Illinois, the Association is authorized to pursue forcible entry and detainer proceedings for delinquent assessments and other monies owed to the Association when a home owner's account has a past due balance of \$1,000 or more. These proceedings may result in the Resident's loss of possession of his/her unit per Amendment 4 of the first Amendment to the Declaration of Covenants & Restrictions which amends Article V, Section 9 of the Declaration of Covenants & Restrictions.

5.5 Crediting of Late Charges

Under appropriate circumstances, the Board shall have the authority to credit back any late charges, which may have been added to a Unit Owner's account.

5.6 Hearings

Unit Owners have the right to request a hearing of the Board to protest any charges added to their account within 30 days of the charge being added. Provided a hearing has been properly requested, the owner will be given a written notice informing him or her of a time and place where the Board of Directors will conduct a hearing to review the protest. All hearings will proceed with or without the presence of the owner. The decision of the Board shall be rendered in writing within 5 days after the hearing and such decision shall be final.

SECTION VI - TRANSFER OF OWNERSHIP

6.1 Important Documents

The Selling Owner must supply the New Owner with copies of the Declaration of Covenants & Restrictions, the First Amendment to the Declaration of Covenants & Restrictions, the By-Laws, the Design Review Guidelines, and the Rules & Regulations of the Association so that they are aware of the provisions contained therein. Copies of these documents can be obtained via the internet on the Ginger Woods web site which is located at <http://www.ginger-woods.org>. You can also request a copy of these documents from the Property Manager for a fee of \$25 for the Covenants, \$25 for the By-Laws, \$10 for the Guidelines and \$10 for the Rules & Regulations.

6.2 Notification

The Selling Owner must supply the Board of Directors and the Property Manager, if applicable, with the names and addresses of the New Owner, as well as a forwarding address and telephone number for themselves.

6.3 Requesting a Closing Statement

With 30 days notice and upon written documentation that paragraphs 6.1 and 6.2 have been complied with, the Selling Owner may request a closing statement setting forth the amount of any unpaid assessments and other charges due and owing from said Owner from the Board of Directors or Property Manager, if applicable. To request a closing statement, residents must submit a "Notification of Sale" form and submit it to the Property Manager. This form can be obtained from the Ginger Woods web site at <http://www.ginger-woods.org> or from the Property Manager. The Property Manager will charge a fee of \$50 for this service if the request provides 3 weeks or greater notification or \$100 if the request provides less than 3 weeks notice.

SECTION VII - PETITIONING FOR CHANGE

7.1 Requests for Changes

The Board of Directors has adopted these Rules & Regulations in the belief that they reflect the requirements of the Declaration and the will of the majority of residents. Requests for changes can be made in writing through the Property Manager, if applicable, or directly to the Board. The Board on at least an annual basis will consider all requests for changes in good faith. Please remember that many of the requirements in the Rules & Regulations are simply restatements or clarifications of provisions in the Declaration.

EXHIBIT E
LEASING QUESTIONNAIRE

Unit Address _____

Owners Name _____

Owners Address _____

Owners Telephone number _____

Tenants Name _____

Other Occupants of the Residence _____

Tenants Prior Address _____

Tenant's Telephone Number _____

Lease Dates _____ to _____

Will the Tenant keep pets in the Residence? _____

Please attach a copy of the lease to this Questionnaire.

I affirm that the information provided on this questionnaire is correct and complete and that the tenant has received a copy of the Declarations, by-laws and rules/regulations for the Ginger Woods HOA.

Tenant date

Owner date