

**RESOLUTION TO ADOPT RULES AND REGULATIONS FOR  
WHITETAIL RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION**

WE, THE UNDERSIGNED, being a proper majority of the Board of Directors of the WHITETAIL RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION ("Association"), at a meeting duly called for such purpose, do hereby consent to the following resolution:

WHEREAS, the Association is governed by provisions of the Association's Declaration and its By-Laws; and

WHEREAS, Article V, Section 5 01 of the Association's By-Laws (hereafter "By-Laws") provides that the direction and administration of the Property and the affairs of the Association shall be vested in the Board; and

WHEREAS, the Board, in accordance with Article VII, Section (f) of the By-Laws, has the authority to adopt and amend rules and regulations governing the use of the Subject Property, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; and

WHEREAS, the Board, is adopting Rules and Regulations pursuant to authority vested in the Board; and

WHEREAS, the Board has determined that the most effective means for the enforcement of the Declaration, By-Laws and Rules and Regulations of the Association is through establishment of a set of Rules and Regulations, including policies and procedures for their enforcement; and

WHEREAS, the Board, under its rule making authority, wishes to establish rules, regulations, policies and procedures for the enforcement of the Declaration, By-Laws and Rules and Regulations of the Association; and

WHEREAS, each Owner is bound by the provisions of the Declaration, By-Laws and by the Rules and Regulations adopted by the Board; and

NOW THEREFORE, in furtherance of the above stated determinations, objectives and goals, the Board, by resolution, does hereby adopt the following Rules and Regulations and procedures for the enforcement thereof:

I. DEFINITIONS

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, to its definition as used either in the Declaration, or in the By-Laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found

- A Declaration - The Whitetail Ridge Subdivision Declaration of Protective Covenants, recorded June 9, 2005 with the Kendall County Recorder as document 2005-15992, and as amended from time to time thereafter
- B By-Laws - The By-Laws of the Whitetail Ridge Subdivision Homeowners Association, and as amended from time to time thereafter.
- C Resident - Any person who resides on the Property, including families of Owners and tenants of Owners and including an Owner if the context so indicates.
- D Common Expense - Any amount which the Board may assess or levy against an Owner, either individually or collectively, including the regular annual assessment, special assessments, and charges or expenses or assessments which are levied pursuant to the Declaration, By-Laws, or the Rules and Regulations. All Common Expenses shall be a lien against the subject Lot in accordance with Article XIII, Section 10 of the Declaration
- E Managing Agent or Manager - The person or entity, if any, employed by the Association to manage the day-to-day administration of the Property in the manner directed by the Board
- F Permitted Vehicles - Passenger-type automobiles including passenger vans and SUVs in a fully driveable and operable condition having no more than four entry doors and specifically excluding limousines or hearses whether or not used for personal purposes, provided that each of the foregoing is registered and licensed to be driven on public roads and highways

- G. Non-Permitted Vehicles - All vehicles other than those defined above as Permitted Vehicles; or any vehicles without current, valid state license plates and appropriate municipal vehicle stickers, if required, or any inoperable vehicles. Non-permitted vehicles shall include, without limitation, camping trailers, boats, tractors, trucks, motorcycles, or mobile homes

## II POLICIES AND PROCEDURES REGARDING ENFORCEMENT

- A. Any complaint which alleges a violation of the Declaration, By-Laws or Rules and Regulations shall be made in writing, or via phone, or e-mail.

At a minimum, the complaint shall set forth:

1. The name, address, e-mail address if available, and phone number of the individual making the complaint.
2. The Owner's name and/or address where the person or resident complained of resides, if this information is known to the individual making the report.
3. The specific details or description of the violation, including the date, time, and location where the violation occurred.

The Association recommends that photographs or audio/video recordings are taken, if possible, to illustrate the nature of the violation. Any such photographs or tapes should be sent with the statement or forwarded as soon as possible. The name of the person who took the photograph or made the recording and the date on which it was taken or made should be included.

- B. When there is an alleged violation, a warning notice will be sent to the Owner to correct the violation. If the violation is not corrected within twenty (20) days, a letter specifying the violation, the fine assessed or required remedy, and information on the appeal process will be sent. The Board will review all letters prior to their being sent by the Management Company.

In the event the alleged violation is not the first violation by the Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred by the Association as a result of the violation will be assessed to the Owner's account.

The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-Laws or Rules and Regulations of the Association.

- C. If any Owner charged with violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:

1. Within twenty one (21) days after the letter specifying the violation has been served on the Owner pursuant to the provisions herein, the Owner must submit, in writing, a request for a hearing concerning the violation.
2. If a request for a hearing is filed, a hearing on the complaint shall be held before a panel (hereafter "Panel of Inquiry") composed of Board members or a committee duly appointed by the Board to hear the complaint. The Panel of Inquiry shall not include any persons presenting evidence in the hearing. The hearing shall be conducted no later than six (6) weeks after delivery of the written request.
3. At any such hearing, the Panel of Inquiry 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 witnesses on his/her behalf. Following a hearing and due consideration, the Panel of Inquiry shall issue its determination regarding the alleged violation. The decision of the Panel of Inquiry shall be made by majority vote.
4. Payment of any violations assessments, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Panel of Inquiry has completed its determination. Notification of the Panel of Inquiry's determination shall be made in writing.

- D. If no request for a hearing is filed within twenty-one (21) days, a hearing will be considered waived, the allegations in the letter specifying the violation shall be deemed admitted by default and appropriate sanctions shall be imposed. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by a Panel of Inquiry
- E. If an Owner is found to have personally violated or is otherwise liable for a violation of any of the provisions of the Declaration, By-Laws or Rules and Regulations of the Association, the following shall occur:
1. If found to be guilty of a first violation of a given provision of the Declaration, By-Laws or Rules, the Owner shall be notified of the finding by the Association or its duly authorized agents that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. In addition, any legal expenses incurred by the Association or any actual damages repaired at the Association's expense may be imposed
  2. If found to be guilty of a second or continuing violation of the same provision of the Declaration, By-Laws or Rules, the Owner shall be notified of the finding by the Association or its duly authorized agents. The Owner shall also be assessed a fine.
  3. Where a fine is imposed, unless otherwise stated elsewhere, it shall be in the amount of fifty dollars (\$50.00) for the second repeated single violation, and seventy-five (\$75.00) for the third repeated single violation, or the sum of five dollars (\$5.00) per day for a violation of a continuing nature. A fine for a violation of a continuing nature will continue until the violation has been eliminated and the association has received notice of it. One warning letter will be sent before fines are imposed.
  4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to correct any damage or any unauthorized condition on the Subject Property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made, or to pay any legal expenses and costs incurred by the Association as a result of the violation.
  5. In the event any violation has resulted in damage to any Common Areas, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the Subject Property, the Owner will be given two (2) Notices of Violation to correct the damage or architectural violation. If the damage or violation has not been corrected within twenty (20) days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the Owner will be assessed for the full cost of labor and materials required. In addition to the foregoing assessment, and in order to encourage Owners to correct violations at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any Owner, who forces the Association to correct a violation, with an additional administrative charge of one hundred dollars (\$100.00) or ten percent (10%) of the cost of labor and materials, whichever is greater.
- F. Any Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Owner's account and shall become subject to a lien against the property in the same manner as unpaid assessments.
- G. Time is of the essence of this policy. Notices are deemed served either:
1. By personal delivery at the time of delivery; or
  2. By mail following three (3) days after deposit in the United States Mail, provided that the notice has been sent by regular first class mail, postage prepaid, to the Owner at the address, or to such other address as the Owner shall have previously filed with the Board, and that the notice sent by regular mail has not been returned to the Association undelivered. For a Dwelling Unit held in trust, the notices may be sent either to the address of the trustee, or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.
- H. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

- I. The process found in these POLICIES AND PROCEDURES REGARDING ENFORCEMENT shall not be required in the situation of an Owner's failure to pay the annual assessment or any other Common Expense when due

### III. GENERAL RULES, REGULATIONS AND RESPONSIBILITIES

All rules, regulations, restrictions and covenants contained in the Declaration and By-Laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in these Rules and Regulations. To the extent that the provisions of applicable law, the Declaration, the By-Laws or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-Laws and the Rules and Regulations, in that order.

### IV. RULES REGARDING THE USE, ADMINISTRATION AND APPEARANCE OF THE PROPERTY

#### A. Alterations

No alterations of any kind may be made to the exterior elements of any building, including but not limited to roof, siding, soffit, fascia, doors, windows, patio, yard, brick walls and the like without prior written approval of an Exterior Modification Request. All requests for exterior modifications/alterations must conform to the colors of the existing bricks and siding.

#### B. Assessments and Collections

1. The annual assessment is due and payable on the first (1st) business day of January and any special assessments or other lawful charges of the Association are due and payable on the first (1st) day of the month as set by the Board. Any payment of the foregoing which is received after the thirtieth (30th) day of the month it is due shall be considered late. All payments received, even if the payment has been designated to be applied to a specific obligation, will be applied to the payment of the oldest outstanding charges before being applied to any current charges.
2. Any payment of less than the full amount of all assessments and other charges which are due in any given month or any payment which is made late shall cause the Owner to be subject to a Late Charge of Twenty-Five Dollars (\$25.00) for that month which shall be added to and deemed a part of the Owner's Common Expenses.
3. Under appropriate circumstances, the Board shall have the authority to credit back any late charges which may have been added to an Owner's account.
4. Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once legal action has been commenced, all legal fees and costs will be assessed to the Owner as required by the Declaration and By-Laws.

#### C. Businesses

The lots shall be used for residential purposes only, as private residences. No professional business or commercial use shall be made of the lots, or any portion thereof or resident's use of a lot endanger the health or disturb the reasonable enjoyment of any other Owner or resident, except that this Section shall not be construed in such a manner as to prohibit an Owner from:

- a. Maintaining his personal professional library therein;
- b. Keeping his personal, business or professional records or accounts therein; or
- c. Handling his personal, business or professional telephone calls or correspondence therefrom.

#### D. Garages

No maintenance work on any motorized vehicle is permitted except within the confines of the garage.

#### E. Mailboxes

1. Temporary mailboxes of any kind shall not be allowed to be installed upon any lot unless:
  - a. a home is currently under construction and the box is utilized for mail delivery; or
  - b. the mailbox is attached to a temporary sign otherwise approved herein.

2. Mailbox material and design must be approved by the Architectural Control Committee
3. The sidewalk escrow of \$1750 00 will not be released until a permanent mailbox as approved by the Committee has been installed in addition to completing the sidewalk installation

F. Landscaping

1. Owners shall keep lawns and landscaping properly maintained
2. Prior to a lot being built upon, the Owner shall keep the grass mowed no higher than six (6) inches

G. Signs and Advertisements

1. No signs of any kind shall be displayed on any Lot, except that "For Sale" or "For Rent" signs may be displayed. "For Sale" or "For Rent" signs must conform to standard real estate agency signage in size and content. The "For Sale" or "For Rent" sign must be removed thirty (30) days after closing of the transaction.
2. Only one sign may be installed per platted lot
3. All signs shall be installed in a location centered within the lot, parallel to the roadway, and on empty lots be located 35' from the back of curb. On wooded lots, signs may be installed closer to the back of curb so as to allow for adequate viewing.
4. Any sign within the development shall conform with the following dimensions:
  - a. TEMPORARY STAKE MOUNTED FLAT-PANEL SIGNS – Sign panels shall not exceed a dimension of twenty-four inches (24") high x twenty-four inches (24") wide and shall not exceed an installed height of thirty-six inches (36"), as measured from the adjacent grade.
  - b. TEMPORARY WOOD, RAISED LETTERING SIGN PANELS – Any sign panels constructed of wood, or a similar product, containing raised letters painted in a quality manner, shall not exceed a dimension of thirty-six inches (36") high x forty inches (40") wide and shall not exceed an installed height of forty-eight inches (48"), as measured from the adjacent grade.
  - c. WOOD POST MOUNTED SIGNS, WITH HANGING SIGN PANEL – Any signs constructed with a wood post with a hanging sign panel, shall contain a sign panel not exceeding a dimension of twenty-four inches (24") high x twenty-four inches (24") wide and shall not exceed an installed height of forty-eight inches (48"), as measured from the adjacent ground.
5. Temporary signs advertising open houses, or other special events, may be installed at the subdivision entrances at IL Route 126 provided such temporary signs
  - a. comply with the size provisions contained herein and;
  - b. are installed no sooner than four (4) days prior to the special event, are removed no later than one (1) day after the special event, and do not remain, under any circumstances, for a period exceeding seven (7) days.
6. Banners, flags, ribbons, etc., may be utilized on a building lot for the purposes of promoting a special event provided such special items are installed no sooner than four (4) days prior to the special event, are removed no later than one (1) day after the special event, and do not remain, under any circumstances, for a period exceeding seven (7) days.
7. No temporary signs may be installed upon Outlots C, E, F, or G
8. Whitetail Development, LLC may utilize any and all signs for the purpose of developing and advertising lots in Whitetail Ridge Subdivision for sale regardless of the restrictions found in this Section G. However, once a lot is conveyed by Whitetail Development, any advertising signs must be removed from that lot within thirty (30) days after closing as the purpose of selling that lot has been fulfilled.
9. Signage shall comply with all other requirements of Kendall County

## H. Domicile Pets

1. All pets must be leashed or contained by an approved fence (either an above-ground fence or an invisible fence) and must also remain under the immediate control of the person caring for them while outdoors
2. No pet may be left unattended at any time. Pet owners must clean up after their pets immediately. Pets shall be controlled so as not to create a nuisance anywhere on the Subject Property.
3. No pet shall be allowed to create a nuisance or unreasonable disturbance or to damage any Common Area or the property of any other resident

## V. VEHICLE REGULATIONS

### A. General Rules Regarding Vehicles

1. Parking of any vehicles on the street, for a period not to exceed seventy-two (72) hours, is permitted only in accordance with local ordinance.
2. All vehicles are restricted to paved surfaces, including the streets and driveways of the Subject Property. There shall be no parking or routes of passage across any other portions of the Property, including all lawn areas, sidewalks and fire lanes. Vehicles shall not be parked, maintained or stored in a manner which interferes with ingress to or egress from a driveway or other portion of the Property
3. Parking, maintenance, or storage of Non-Permitted Vehicles on any portion of the Property, other than in a closed garage, is expressly prohibited. Commercial vehicles may park outside garages when used for their normal commercial purposes, so long as such parking does not exceed three (3) consecutive days.

### B. Enforcement of Vehicle Regulations

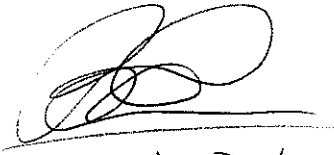
1. The provisions set forth herein are intended to supplement, but not replace the Policies and Procedures Regarding Enforcement stated in Article II, which are fully applicable to all violations under these Vehicle Regulations.
2. In the event of a violation of these vehicle rules, the Board or its duly authorized agent shall send a letter specifying the violation to the Owner. Failure to protest a letter specifying the violation under these rules or failure to request a hearing shall be deemed an admission of the violation and may result in costs and expenses being assessed to the Owner as set forth in the Policies and Procedures Regarding Enforcement.
3. In addition to providing notice of any violation in accordance with the above provisions, the Board may also take any or all of the following actions:
  - a. Record, to the extent possible, the vehicle identification, including license number, vehicle sticker, date of violation, type of violation and vehicle owner, if known, on a permanent record of violations. All such records of violations shall be kept by the Association in the manner designated by the Board.
  - b. Identify or attempt to identify the Resident whose vehicle is causing the violation or whose guest or invitee is causing the violation
  - c. Identify or attempt to identify the vehicle owner, if not an Owner, and notify that owner of the violations
  - d. Notify the local governmental authorities, asking that they issue a citation and remove the vehicle

These Rules and Regulations shall be effective thirty (30) days following notice to the Owners which shall be given by mailing or delivering a copy of these rules to the Dwelling Unit or to such other address in which is on file with the Association

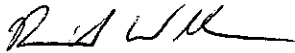
Adopted this 7th day of July, 2011

(CORPORATE)  
(SEAL)

Being a proper majority of the Board of the Association



Brian D. Berkey



NEIL WALLACE

Warren Breen



S. Schurz



**WHITETAIL RIDGE SUBDIVISION HOMEOWNERS ASSOCIATION  
EXTERIOR MODIFICATION REQUEST**

Return this completed form to:

Management Company

Please inform the Architectural Control Committee and the Board of Directors of the Whitetail Ridge Subdivision Homeowners Association that I wish to make the following change to the exterior of my Dwelling Unit and/or Lot:

Item: \_\_\_\_\_

Type of Material: \_\_\_\_\_

Color: \_\_\_\_\_

Dimensions: \_\_\_\_\_

Brief description of installation: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Request Date: \_\_\_\_\_, 200\_\_

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

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

\_\_\_\_\_  
Signature

Diagrams may be drawn on the reverse side. Please submit this form and site plans in triplicate.

Action Taken:

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

Disapproved Date: \_\_\_\_\_ By \_\_\_\_\_

Refer to Owner clarification re: \_\_\_\_\_

\_\_\_\_\_



