

Rules and Regulations

of

The Century Farms Neighborhood Association

last revised March 13, 2002

SECTION I – INTRODUCTION

- 1.1 The following rules and regulations flow from and supplement provisions found in the Declaration of Covenants, Conditions, Restrictions and Easements for The Century Farms Neighborhood Association (“Declaration”) and the By-Laws of The Century Farms Neighborhood Association (“By-Laws”). It is not the intent of these rules and regulations to substitute for the Declaration and By-Laws.
- 1.2 To the extent that provisions of applicable law (federal, state, or local), the Declaration, the By-Laws, or the Rules and Regulations conflict, the provisions of applicable law shall first control followed by the Declaration, the By-Laws, and the Rules and Regulations, in that order.
- 1.3 These rules and regulations are binding on all Residence Owners, Residents, their Families, and Guests. The Residence Owner is responsible for communicating the Rules and Regulations to occupants and guests and will be liable for fines incurred and/or damages caused by occupants and guests.
- 1.4 The Rules and 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 The Century Farms Neighborhood Association.
- 2.2 Assessments
The amount due from each owner to fund Common Expenses.
- 2.3 By-Laws
Contains regulations for the administration and management of the Association. It is recorded along with the CCR&E with DuPage County against all properties within Century Farms.
- 2.4 CCR&E
Abbreviation which refers to the Declaration of Covenants, Conditions, Restrictions and Easements for The Century Farms Neighborhood Association that has been recorded with DuPage County against all properties within Century Farms. It is the legal document that creates the plan for the Association provides for restriction of owner’s rights and provides for deed covenants/restrictions. It sets up the owners/Association relationship and binds property owners both present and future.
- 2.5 Common Area
Includes the property deeded to the The Century Farms Neighborhood Association, including the three ponds and surrounding properties, and the corner lots on which the Century Farms monuments are located, and other similar areas.
- 2.6 Declaration
Abbreviation for the Declaration of Covenants, Conditions, Restrictions and Easements of The Century Farms Neighborhood Association. See CCR&E.
- 2.7 Property Manager
An agent hired by the Association to manage the day-to-day affairs of the Association.
- 2.8 Properties
All real property, common and private, within The Century Farms Neighborhood Association as defined in the CCR&E.

SECTION III – GENERAL RULES

3.1 Antennas and Dishes

No exterior antenna, aerial, dish, or other apparatus for the transmission of television, radio, or other signals of any kind are allowed unless expressly permitted by FCC regulations. Where such installation is expressly permitted by FCC regulations, the installation may not encroach on common areas nor be located on the ground in the front of or attached to the front of the home. The apparatus shall not be on the front porch or patio of the home, nor mounted on the front slope of any roof of the home. The preferred location for the apparatus will be in the rear yard of the home, however, if the apparatus cannot obtain sufficient signal from its intended source, it may be placed on the side of the home, but shall not protrude beyond the front corners (i.e., the front plane) of the home.

3.2 Basketball Hoops

Basketball hoops may be portable basketball standards, removable sleeved basketball standards, and permanently installed pole standards. Garage or wall-mounted type standards are not permitted. Standards must be properly maintained, including no visible rust and no missing or torn nets. Metal mesh nets are not permitted.

Portable standards are not allowed to block the public sidewalk, may not be located in the street, and may not be located between the sidewalk and the street. Portable standards must be upright at all times. Portable standards must be located on or adjacent to the owner's driveway with a minimum of 5 feet from the public sidewalk and must not encroach on a neighbor's lot line. Portable standards should be properly weighted according to manufacturer's guidelines to prevent tip-over. The use of sand bags or other items piled on the base is not permitted.

The installation of permanent and removable sleeved basketball standards is subject to the board's Architectural Guidelines. Permanent and removable sleeved basketball standards may be installed no closer to the public sidewalk than 5 feet. The pole may be installed only on the property line side of the driveway; never in front of the house or in the front lawn area.

The sleeve of removable sleeve standards must be cemented into the ground with the top of the cement below grade surface and covered with earth, stone, or grass. A gravel layer is necessary to aid in drainage for the sleeve's open bottom. A bolt shall be installed to secure the pole from spinning. The sleeve should not be more than 2 inches above ground in order to accommodate a cap. It must not be a trip hazard or be able to cause harm if fallen on. When the pole is not in the sleeve, the sleeve must be capped. Permanent basketball hoops must have a black pole.

3.3 Clotheslines

Clotheslines must be located or screened so as not to be visible from the view of neighboring lots, streets, and property located adjacent to the lot.

3.4 Common Area

No item may be installed in or encroach on a Common Area without the express written permission of the Board of Directors. This includes, without limitation, signs, decks, fences, landscaping (including plantings, mulch, stones, grade changes, etc.), lawn decorations, and walkways. Personal items such as play equipment and lawn chairs may not be stored or left overnight on any Common Area. No yard waste, refuse, or noxious substance may be stored, composted, or dumped in a Common Area, including the ponds. No such waste, refuse, or noxious substance may be caused to enter into a drainage inlet or watercourse that connects to or feeds into a Common Area. Each day that a resident is in violation of this rule shall constitute a separate violation.

3.5 Lighting and Holiday Decorations

All exterior lights must be in accordance with the board's Architectural Guidelines, with the exception of seasonal holiday lights that are subject to the following restrictions:

- a. Holiday lights and decorations may be displayed no more than 45 days prior to the first date of the holiday and shall be removed no more than 45 days after the last day of the holiday.
- b. Holiday lights and decorations may be displayed for a maximum aggregate of four months per calendar year.
- c. The take-down time for any holiday decorations may be extended at the sole discretion of the Board of Directors in response to weather conditions or other extenuating circumstances.

3.6 Parking

Vehicles parked in driveways shall not block the public sidewalk.

3.7 Pets

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. Any pet or other animal that roams free, or in the sole discretion of the Association, endangers health or safety, makes objectionable noise, or constitutes a nuisance or inconvenience to the owners of other residences or the owner of any portion of the properties shall be removed on request of the Board after notice and opportunity for a hearing. If the owner fails to honor such request, the Board may arrange for the pet's removal, with the owner responsible for the charges incurred to remove the animal. All pet owners must immediately clean after their pets when walking on common and private grounds within Century Farms. Owners who do not clean after their pet will be fined according to the schedule listed in Section IV.

3.8 Sidewalks

Public sidewalks in front of a residence must be kept in good repair. The City of Naperville sponsors a 50-50 program to help residents replace/repair damaged sidewalks.

3.9 Vandalism

Any acts of vandalism to a Common Area should first be reported to the Naperville Police Department and then to the Association so that the necessary repairs can be completed. Each owner shall be responsible for charges incurred to repair damages made by an owner, their tenant, family member and/or guest or invitee.

3.10 Ponds

Swimming in, boating on, or ice-skating or otherwise playing on or in any of the three ponds is not permitted.

3.11 Swimming Pools, Spas, and Hot Tubs

The only swimming pools permitted are in-ground pools that otherwise do not violate the CCR&E and local, state, and federal laws. Hot tubs and spas are permitted, such that the unit is in the rear of the home and does not protrude beyond the sidelines of the home. The near edge of the tub or spa must be within 10 feet of the rear of the home.

3.12 Recreational Vehicle Storage

No RV's (recreational vehicles), boats, travel trailers, campers, trucks (other than pickup trucks), sport vehicles (e.g., snow mobiles, go-carts, watercraft, etc.) or any other trailers (e.g., landscaping, construction, etc.) may be stored in driveways or yards. Such vehicles may be located in the driveway for up to 72 hours, which time may be extended to one week by the Board on written request.

SECTION IV - VIOLATIONS AND FINE POLICY

4.1 Unless the Board is notified of rule infractions by owners that witness them, the rules cannot be enforced. While the Board does not serve as a law enforcement authority or referee between disputing homeowners, each resident's cooperation and participation is strongly encouraged.

4.2 Written Warnings and Notices of Violation are issued by the Property Manager, or other person authorized by the Board, 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 Statement Alleging Violation. A sample Witness Statement Alleging Violation form is attached as Exhibit A to this publication or can be obtained from the Property Manager or downloaded from the Association website www.centuryfarms.org.

2) The Association receives a letter of complaint which includes 1) the name, address, and phone number of the witness, 2) the owner's name and/or address where the alleged violating person resides, and 3) the specific details or description of the violation including date, time, and location where it is alleged to have occurred.

3) A Board Member or the Property Manager issues a witness statement based on his or her own observations.

4.3 Written Warnings

A Written Warning for a 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: (i) specifics of the alleged violation, (ii) steps that must be taken to remedy the violation and a compliance time frame in which to effect the remedy. Request for a hearing to protest the Written Warning must be made in writing within 5 days after receipt of the Written Warning.

4.4 Notice of Violation

If subsequent violation complaints are received in regard to the same rule and the same owner within one year of a previous complaint or if the steps outlined in the Written Warning to remedy the situation are not 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 by default unless a hearing is requested in writing within 5 days after receipt of the Notice of Violation.

4.5 Hearings

Provided the person charged 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 person charged will have the opportunity to defend himself or herself. All hearings will proceed with or without the presence of the accused owner. The person signing the Witness Statement Alleging 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 on all parties.

4.6 Penalties/Fines

A. RULES AND REGULATIONS VIOLATIONS

- 1) 1st offense – Written Warning
- 2) 2nd offense - \$25 fine
- 3) 3rd offense - \$50 fine
- 4) 4th offense - \$75 fine
- 5) Subsequent offenses - \$150 weekly fine
- 6) Legal action and/or forcible entry and detainer (eviction) for residences with unpaid accounts of \$200 or more.

B. COSTS

In the event of any violation of the Rules and Regulations, Architectural Guidelines, Declaration, or By-Laws of the Association, 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 assessed back to the account of the offending owner. Costs may include the cost of professional surveyors to determine Common Area boundaries and the cost of professional pet removers.

SECTION V – ASSESSMENTS

- 5.1 Annual assessments are currently billed in one installment. The installment invoice is preferably mailed in mid-December and is due thirty days after invoice mailing or the date specified on the invoice, whichever date is later.
- 5.2 A late fee of \$15 will be added to accounts with unpaid assessments thirty-one days and sixty days from the due date. Reminder invoices reflecting the outstanding balance will be sent. Late fees will only be levied on unpaid assessments, not fines or other charges that may be due and payable.
- 5.3 Accounts with balances of \$220 or more will be referred to legal counsel for collection as a matter of course. 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 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. These proceedings may result in the owner's loss of possession of his/her residence.
- 5.5 Under appropriate circumstances, the Board shall have the authority to credit back a late charge, which may have been added to an Owner's account.
- 5.6 Residence 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 The Selling Owner must supply the New Owner with the Declaration, the By-Laws and the Rules and Regulations of the Association so that she or he is aware of the provisions contained therein. Copies of these documents can be downloaded from the Association's website www.centuryfarms.org or obtained from the Property Manager for a fee of \$10.
- 6.2 The Selling Owner must supply the Property Manager with the name(s) and address(es) of the New Owner(s), as well as a forwarding address and telephone number for themselves.
- 6.3 With 30 days notice, and on written documentation that paragraphs 6.1 and 6.2 have been honored, 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 Property Manager. The Property Manager is authorized to collect a fee not to exceed \$50 for this service.

SECTION VII – PETITIONING FOR CHANGE

- 7.1 The Board of Directors has adopted these Rules and Regulations in the belief that they reflect the requirements of the CCR&Es and the will of the majority of residents. Requests for changes can be made in writing or in person through the Property Manager or directly to the Board. The Board on at least an annual basis will consider all requests for changes in good faith.
- 7.2 Residents may also call for a Special Meeting of the Association to consider either a Rules and Regulation change or an Amendment to the CCR&E by collecting signatures of at least 10% of the homeowners (only one signature per residence) in the Association on a petition that states the particular change(s) sought and presenting it to the president of the Board. At such a Special Meeting, a rule or regulation can be overruled, canceled, or modified by a vote of a majority of the total Residences in the Association and the CCR&E can be amended by a vote of 67% plus one of the total Residences in the Association.

THE CENTURY FARMS NEIGHBORHOOD ASSOCIATION RULES AND REGULATIONS

EXHIBIT "A"
WITNESS STATEMENT ALLEGING VIOLATION

WITNESS:

Name _____

Address _____

Telephone _____

ADDITIONAL WITNESS (if any):

Name _____

Address _____

Telephone _____

ALLEGED VIOLATOR (enter as much information as possible):

Name _____

Address _____

Telephone _____

VIOLATION DATE: _____ VIOLATION TIME: _____

SECTION OF CCR&E, BY-LAWS, OR RULES VIOLATED: _____

WITNESS' OBSERVATIONS:

WERE ANY PHOTOGRAPHS OR RECORDINGS MADE? ____ Yes ____ No

Include all tapes, photographs, and details (e.g., vehicle model, color, license number) with this form or forward as soon as possible. Include the name of the person who made the tape or photograph, the date it was made, and the name of anyone else present at the recording.

I MAKE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT ON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS AND, IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature: _____ Date: _____

THE CENTURY FARMS NEIGHBORHOOD ASSOCIATION RULES AND REGULATIONS

EXHIBIT B
NOTIFICATION OF SALE

Seller must submit this completed form 30 days prior to the closing date. Mail to: Lieberman Management Services, 355 W. Dundee Road, Buffalo Grove, Illinois 60089

Date: _____ Property Address: _____

SELLER Name(s) _____

Current Address _____ Forwarding Address _____

Telephone _____ Telephone _____

BUYER Names(s) _____

Current Address _____ Mailing Address _____

Telephone _____ Telephone _____

DATE OF CLOSING: _____ DATE OF OCCUPANCY: _____

SEND CLOSING LETTER TO: _____

Purchaser(s) and Seller(s) hereby state that the Seller has provided the Purchaser with the Declaration, the By-Laws, and the Rules and Regulations that govern THE CENTURY FARMS NEIGHBORHOOD ASSOCIATION.

Seller's Signature _____ Date _____

Purchaser's Signature _____ Date _____