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4.09. Adoption of Rules and Regulations. The Board, without approval from any of the Voting Members except as hereinafter set forth, may adopt such reasonable rules and regulations as it may deem advisable for the repair, maintenance, conservation and beautification of the Common Areas and the Lots, and for the health, comfort, safety and general welfare of the Owners. Written notice of such rules and regulations shall be given to all Owners. If within thirty (30) days from the date of written notice to the Owners of the adoption of any such rule or regulation, the Voting Members for at least one-fourth (1/4) of the Owners shall file with the Board a written objection thereto, then such rule or regulation shall be deemed rescinded until approved by the Voting Members for at least three-fifths (3/5) of the Owners.

Cottage Acres HOA

Rules & Regulations

The following Rules & Regulations are adopted by the Board of Directors for Cottage Acres HOA. They are set forth as statements from the articles/sections of the Declarations & Bylaws and as statements from the Board for enhancing the overall governance of the Cottage Acres HOA.

Maintenance Fees

The monthly or annual Maintenance Fee is established annually with the adoption of the budget, typically approved by the Board of Directors in October or November. Each unit owner will receive a budget proposal at least 30 days, and not more than 60 days, prior to the board meeting at which it will be presented for approval.ⁱ

Billing: Invoices, twelve (12) one for each month, will be prepared in December of each year for the upcoming calendar year and distributed to each unit owner. The invoice date will be the 1st of each month and the due date will be the 1st of each month. An unpaid invoice will be considered past due after the 30th of the month billed.ⁱⁱ

Late Payment: When an invoice becomes past due, interest will be assessed at 1 ½% or a minimum charge of \$25.00, whichever is greater. Each month that there is a past due balance will have the assessment of late fees as noted.ⁱⁱⁱ

Payment Method: There are two methods of payment of Maintenance Fees. The first method is by completing an ACH Direct Payment form, containing your banking information, which authorized the HOA to automatically withdraw the monthly maintenance fee from your bank account. The second method is by providing a check as payment. The check can be mailed to the HOA's PO Box or it can be placed in the HOA's drop box, located on the Village Lane cluster mailboxes.

Special Assessment

The Board may levy a special assessment to:

- a. Pay (or build up reserves to pay) expenses other than Operating Expenses incurred (or to be incurred), for a specific purpose;
 - i. Landscaping for Common Area or the Lots,
 - ii. Make alterations, additions or improvements to the Dwelling Unit Exteriors;
- b. To cover an unanticipated deficit resulting from the prior year's budget;

SPECIAL NOTE: No special assessment shall be adopted without the affirmative vote of at least a majority of the Voting Members who cast their vote on the question.^{iv}

Owner's Responsibilities

Each Owner shall be responsible for the maintenance, repair and replacement of his or her Dwelling Unit and the Private Garden appurtenant (Privacy Fence).

Maintenance, repairs and replacement of the following list is the responsibility of the unit Owner:^v

- Windows,
- Window frames,
- Window glass,
- Doors (including garage and storm doors),
- Garage Doors, & Garage Door Frames
- Door frames,
- Screens and screening on a Dwelling Unit (other than exterior painting),
- Decks and porches,
- Deck flooring and patios,
- Replacement of lightbulbs and light fixtures,
- Washing of exterior walls,
- Post Lamps (located within your property line),
- Porch Posts & Porch Railings,
- Sidewalks,
- Driveway aprons, and
- Replacement of broken glass.

REQUEST LETTER: A unit Owner, when **planning to replace** any of the listed items, is responsible for submitting a letter of request to the Board of Directors for approval **before** any work is performed.

(Lightbulb replacement does not require a request letter)

Dwelling Unit Interior: Each owner is responsible for any maintenance, repair or replacement of a Dwelling Unit Interior. The Dwelling Unit Interior is defined as from the exterior side of the drywall into the unit interior.

Dwelling Unit Exterior: is defined as from the exterior side of the drywall out through the siding on the unit, but not including any plumbing or electrical equipment servicing only one Dwelling Unit.

Private Garden: is defined as a portion of an Owner's Lot, which may be designated by the Board, in its sole discretion, as suitable for the personal use of the Owner of such Lot for purposes of a flower garden or other related purpose.^{vi}

Common Area: is defined as all portions of the Real Estate which are not designated as Lots.^{vii}

Private Gardens & Buildings

A unit Owner shall obtain the written approval of the Board for any:^{viii}

- Additions,
- Changes, or
- Improvements to any building, or
- Any part thereof:
 - Roofs,
 - Siding,
 - Screened Porches,
 - Doors,
 - Storm Doors,
 - Windows or trim,
 - Placement of any patios on any Lot by any Owner, or
 - The Planting of any trees,
 - Decorative shrubs, or
 - Other Permanent (as opposed to annual) landscaping, or
 - Plant materials.

However, there shall be no:

- Awnings,
- Canopies,
- Screen Windows, or
- Shutters constructed or added to any building.

Certain Utility Costs

Each unit Owner is responsible for certain utility costs as noted below:^{ix}

- Commonwealth Edison – electric service
- NICOR – gas service
- IL American Water – water service
- City of Sterling – waste and recyclables service and sewer usage
- Cable or Dish Services

Alterations, Additions or Improvements to Dwelling Units and Dwelling Unit Exteriors

Without the prior written consent of the Board and compliance with applicable City codes and ordinances, **NO**:^x

- 1) Additions,
- 2) Alterations,
- 3) Improvements,
- 4) Changes in exterior color of a Dwelling Unit,
- 5) Construction of an outbuilding, deck, awnings, antenna or similar improvement,
- 6) Landscaping changes,
- 7) Fences may be constructed, erected or maintained anywhere on the Real Estate, including anywhere on any lots,
- 8) Construction, erection, or maintenance of any physical structure other than landscaping (trellises, gazebos and statuary, shall be made.

Failure to obtain written Board approval may result in a Board action requiring the unit Owner to:

- Remove and restore the Lot, Dwelling Unit Exterior or Dwelling Unit to its original condition, all at the Owner's expense, or
- The Board may cause such remediation work to be performed and charge the unit Owner for the cost thereof, or
- Ratify the action taken by the Owner.

Insurance

Each Owner shall obtain insurance to cover the following "Betterments and Improvements" within the Dwelling Unit, which shall include:^{xi}

- 1) All decorating within a Dwelling Unit,
- 2) Wall coverings,
- 3) Built-ins,
- 4) Cabinets
- 5) Appliances,
- 6) Fixtures,
- 7) Any other real estate or Personal property within the Dwelling Unit.

When seeking or purchasing an insurance policy, provide a copy of the Declarations to the quoting insurance carrier in order for the carrier to comply with other clauses or conditions for coverage.

Waste & Recycle Receptacles

All Dwelling Unit Exteriors shall be kept clear of all rubbish, debris and other unsightly materials.

Waste and recyclables are scheduled for pickup on Fridays, except for holiday weeks when it is collected Saturday morning.

Holiday schedule is:^{xii}

- New Year's Day January 1st One day delay;
- Memorial Day Last Monday of May One day delay;
- Independence Day July 4th One day delay;
- Labor Day First Monday of Sept. One day delay;
- Thanksgiving Fourth Thursday in Nov. One day delay;
- Day after Thanksgiving One day delay;
- Christmas Day December 25th One day delay;

All waste and recyclables shall be deposited in proper receptacles.

*** Preferably receptacles are to be stored inside your garage unless placed out on the street the night before or the day of pickup.**^{xiii}

Above-Ground Utilities

No above-ground utilities, communication dishes or antennas, or communication transmitters or receivers, shall be permitted on the roof, chimney or Exterior Walls of any Dwelling Unit without the written approval of the Board.^{xiv}

Personal Property

No personal property, swings, chairs, benches, or bicycles are permitted to be kept on any part of the Common Area without prior written consent of the Board.^{xv}

Window Treatments

All window treatments shall be neutral in color and shall be subject to the approval of the Board.^{xvi}

Hazardous Materials

No Hazardous Materials or explosives shall be kept upon any Lot.

The term "Hazardous Materials" shall mean any substance, material, waste, gas or particulate matter which is regulated by any local government authority, the State of Illinois, or the United States Government.^{xvii}

Pets

Pets can be such a loved part of our families. Pets can also become a nuisance to some people.

- Dogs and cats are limited to two (2) combined.
- They must be indoor pets, preferably under 40 pounds.
- No vicious or dangerous breeds allowed. Dangerous breeds may be defined as Rottweiler, Pit Bulls, etc.
- When walking leashed dogs, clean up after them, even in your own lawn.
Our landscapers and mowers will appreciate your diligence.
- When your pet is outside **keep them on a leash!**
- When your pet does his/her #2 job outside **PICK IT UP – Bag it & dispose of it in the garbage!**
- Pet owners are responsible for the immediate, complete and sanitary clean up after their pet.
- When you are walking your leashed pet, **keep your pet away from other pets**, no matter how friendly or playful your pet may want to be!
- Unit owners will be held liable for damages caused by their pet or pet of their tenant, guest or occupant to any shrubs, bushes, trees, grass or other elements of the common property.
- Keep your pet **from jumping up on vehicles or people!**

Any authorized household pet causing or creating a nuisance, dangerous or unreasonable disturbance shall be removed upon three (3) days written notice from the Board.^{xviii}

Lease of Lot

Any Owner shall have the right to lease all (and not less than all) of their Lot.

- No Lot shall be leased for transient or hotel purposes, which are hereby defined as being for a period of less than one (1) year;
- The Owner shall submit to the Board
 - A written application completed by the proposed lessee, setting forth the name, current address and financial and character references of the proposed lessee;
 - A description of the basic terms of the proposed lease, including the length of the term and rental amount;
 - Any other information reasonably required by the Board; and
 - The Owner and proposed tenant shall satisfy the Age Verification Restrictions.

Any lease shall be in writing and shall provide that such lease shall be subject to the terms of the Declarations and that any failure of the lessee to comply with the terms of the Declarations shall be a default under the lease.^{xix}

Parking

Please, no driving or parking on the grass or shoulder areas along the roads. When the ground is soft, ruts will be made by your tires. Driving exams may become a necessity if this issue persists.

No trucks, vans, buses, recreational vehicles, boats, limousines or trailers or any other types of vehicles, as determined by the Board, shall be parked except within the individual garage which forms a part of each Dwelling Unit.

No vehicle or equipment of any kind or nature shall be kept, repaired, maintained or overhauled on any Lot or Common Area, except within an enclosed garage.^{xx}

Additional vehicle parking is available at four different locations within the HOA community.

- (4) Spaces along Coventry Court
- (3) Spaces along south Stratton
- (3) Spaces along north Stratton
- (3) Spaces along Florence Lane

Signage

A “For Sale” or a “For Lease” sign may be placed on your Lot.

Otherwise, no sign of any kind or objects of unsightly appearance or nuisance shall be erected, placed or permitted to remain on any portion of the Common Area or any Lot or Dwelling Unit.^{xxi}

Other Items

There shall be **no**:

- Fences,
- Clotheslines,
- Service sheds
- Storage sheds
- Doghouses, or
- Dog runs

constructed, erected, placed or maintained on any Lot or the Common Area.

No window air conditioners or window fans shall be placed in any Dwelling Unit.^{xxii}

Fire Pits & Grills

Fire Pits – are not permitted;

No grilling is permitted within a garage;

Grills, when in use, are to **be at least 10 feet from** an exterior Unit wall;^{xxiii}

Dryer Vents

Dryer Vent cleaning is required and the unit Owner is responsible for this cleaning. The cleaning is recommended every other year or, required at least once every three years.

The unit Owner is responsible to provide proof of service to the Board when the service has been provided.^{xxiv}

Companies that provide this service in our area are:

- Supreme Cleaners Dixon 815-288-1644
- Farley's Appliance Dixon 815-284-2052

Other

No Owner shall permit anything to be done or kept in any Dwelling Unit, or on a Lot or the Common Area, which will result in injury or damage to the trees, bushes, or other planted materials on the Real Estate, or which will result in an increase in the rate charged or in the cancellation of any insurance carried by the Association, or which would be in violation of any law.^{xxv}

Sale of Unit

A unit Owner may sell their unit at any time. If a unit Owner decides to sell, they shall.^{xxvi}

- 1) Advise the Board that a "For Sale" sign will be displayed on the Common Area near or within the individual Lot line, if not selling privately;
- 2) Notify the Board when an offer has been accepted, and provide the following information – Name of Buyer, anticipated closing date, and made the buyer aware of HOA Declarations-Bylaws-R&R.

A unit Owner may Request a list of interested buyers from the Board, if a list is available;

Good Neighbor Practice

As neighbors in a 55+ Community we try to exhibit care, concern and interest in our fellow neighbors. In keeping with this feeling, we will:^{xxvii}

1. Maintain the noise levels down to zero from our parties, family gatherings, motorcycle caravans and concerts. Especially between the hours of 10:00 P.M. and 7:30 A.M.;
2. Electric bug zappers are prohibited;
3. No business may be operated from our units;

Service Road Access

Use of the Service Road, which goes through the nursing home property, is limited to service vehicles (garbage trucks, ambulances, emergency vehicles, construction vehicles).

Please refrain from using the Service Road for entry to Cottage Acres or exiting Cottage Acres.

ⁱ Common Interest Community Association Act (765 ILCS Sec1-45 (a))

ⁱⁱ Declarations 7.03

ⁱⁱⁱ Declarations 7.14

^{iv} Declarations 7.06

^v Declarations 5.02

^{vi} Declarations 2.20

^{vii} Declarations 2.06

^{viii} Declarations 5.12 (e)

^{ix} Declarations 5.03

^x Declarations 5.04

^{xi} Declarations 5.08

^{xii} Republic Waste Management - website

^{xiii} Declarations 5.12 (a)

^{xiv} Declarations 5.12 (h)

^{xv} Declarations 5.12 (k)

^{xvi} Declarations 5.12 (l)

^{xvii} Declarations 5.12 (n)

^{xviii} BOD Established

^{xix} Declarations 5.18

^{xx} Declarations 5.12 (c)

^{xxi} Declarations 5.12 (f)

^{xxii} Declarations 5.12 (f)

^{xxiii} Rockford Mutual Insurance Requirements

^{xxiv} BOD Established

^{xxv} Declarations 5.12 (j)

^{xxvi} BOD Established

^{xxvii} BOD Established