

**HARVEST RUN
HOMEOWNERS ASSOCIATION
*CRYSTAL LAKE***

Homeowners Information Manual

2003

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HARVEST RUN HOMEOWNERS ASSOCIATION

Homeowners Information Manual

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Respect Our Open Spaces

HARVEST RUN HOMEOWNERS ASSOCIATION
BOARD RESPONSIBILITIES - MISSION STATEMENT

- I. To operate as required by Illinois law which mandates the formation of a governing board for homeowner associations.

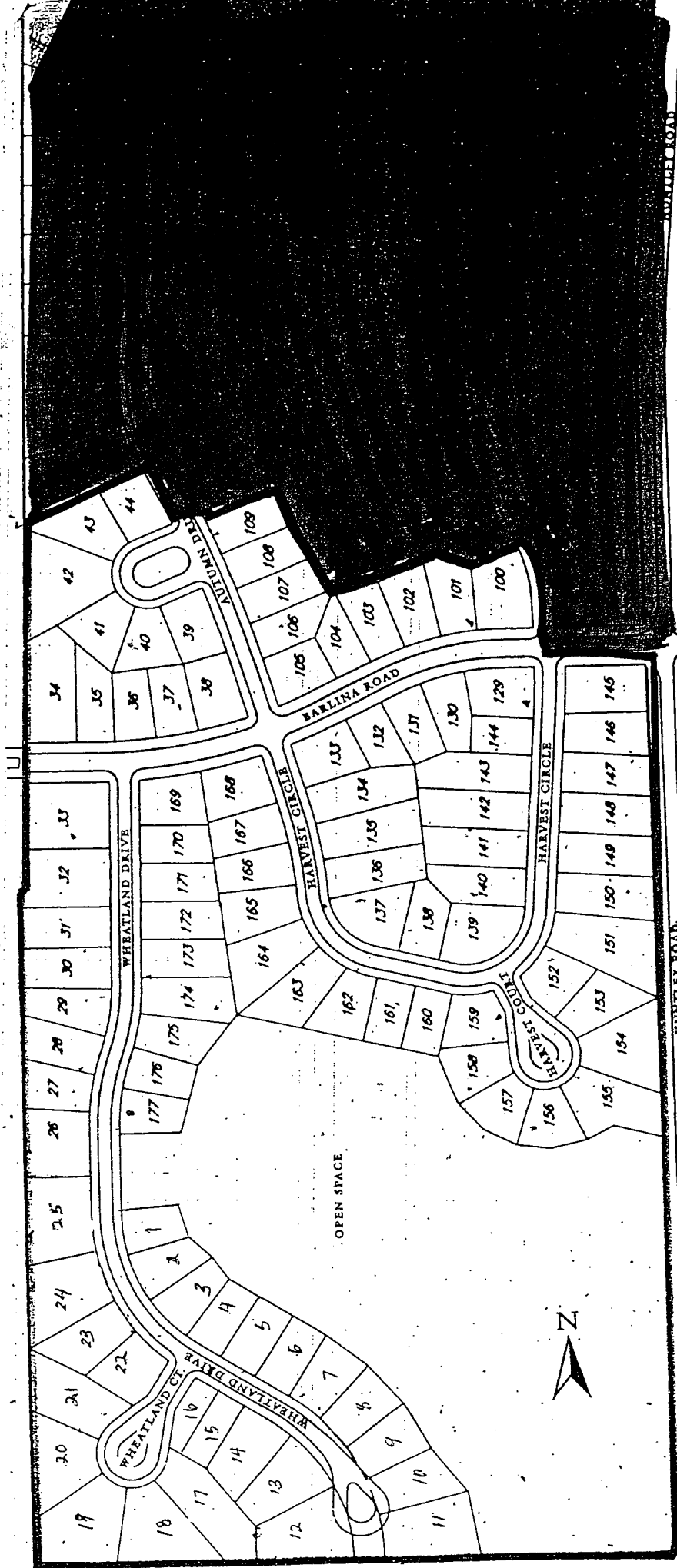
- II. To maintain and uphold the covenants, the declaration and the bylaws established for the effective management of the Association for homeowners.

- III. To be vigilant and protective in the collective use of our mandated authority to assure
 - i) that the financial affairs of the Association are managed in a responsible manner.
 - ii) that Association properties are maintained which includes maintenance of the common grounds and open spaces.
 - iii) that complaints initiated by homeowners are acknowledged and resolved in a timely manner.
 - iv) that homeowners respect the interests of the Association in abiding by the homeowner rules and regulations.
 - v) that the Board act in the interest of the entire Association to preserve and enhance the quality of the community of homeowners and to preserve and enhance the individual and collective value of our homes.
 - vi) to represent the homeowners in municipal matters which affect the quality of the community, the aesthetic concerns of the community and the value of the it's properties.

HARVEST RUN HOMEOWNERS ASSOCIATION

UNITS 1 & 2

Crystal Lake, IL. 60014



PREFACE

Welcome to HARVEST RUN HOMEOWNERS ASSOCIATION. You are one of one hundred and one homeowners in this Association which is administered by an elected Board of Directors. When you purchase a home in this Association you agree to participate in our community by giving us your comments or concerns and occasionally your time. We would like to stress that our continued success depends on your cooperation with and endorsement of the community Association concept. The material in this manual is provided so that you may better understand the conditions of ownership and help us to achieve our goal of creating an elegant and desirable place to live.

I INTRODUCTION

The general requirements for management and ownership are set forth in the declarations and bylaws which are written in accordance with the State of Illinois Not For Profit Act.

One requirement is for the formation of the Homeowners Association and a Board of Directors. The Board, composed of seven member residents, is elected by the Homeowners for specific terms to carry out duties as defined by the declaration.

The Board has the responsibility to assure that the common interests of Homeowners are served with respect to exterior maintenance, preservation of the common grounds, finance and related management and administrative issues.

When you purchased your home you became a automatic member of the Harvest Run Homeowners Association. When you sell your home, your membership will automatically expire.

As homeowners, we have a shared responsibility to assure that the value and quality of our properties are preserved. Most of the topics presented in this manual are directed to value and quality. This is a primary objective of your elected Board. The Board of Directors provides Owners with the opportunity to participate in the management of the Association by holding periodic meetings during which routine business and special concerns are addressed. Owners are always invited to the annual

meeting to discuss problems with the Board and/or its appointed management representative. Concerns can be presented to individual Board members or the management company at any time. It is always best to submit them in writing.

The guidelines presented in this manual are derived from several sources: They reflect the general practice of other Associations. They follow state and city ordinances. They represent a consensus of the homeowners in the HARVEST RUN HOMEOWNERS Association. And, they are based on the declarations and by laws of the Association.

II ARCHITECTURAL APPEARANCE

Homeowners are expected to assist the Association by preserving the appearance and architectural style of their home. The Board must be advised in writing of any proposed alterations consisting of but not limited to exterior structural changes, a deck, fencing, change of color scheme, awnings and shades, decorative accents, swimming pool, antennas, etc.. Satellite dish antennas require Board review. Approval will be consistent with the prevailing FCC rulings on this issue. Cables and wires must be securely attached and must run along natural building seams and inside corners. The Board has the right to disapprove any alteration which is inconsistent with the architectural style or is significantly imposing or distracting to the overall appearance of the property. A exterior change approved by the Board must be started within ninety days of approval date or the approval will expire. And the project must be completed within one year from the start of construction.

Requests for Board approvals should be submitted to the management office for submission to the Board of directors by using Exhibit A (Please find the forms in the back of this manual). Where fencing, shed, deck or other outbuilding installations are requested, please attach a scaled drawing on a copy of your lot survey so that an evaluation can be made of the relationship to property lines.

Depending on the nature of the requests and complete detail information that is received, you should expect approval within ten day to two weeks.

The Association has the right to require restoration of any unauthorized changes to the original pre-existing condition at the Homeowners expense.

In an effort to enhance the overall exterior appearance of the Association we ask that the garage doors are predominantly left in a closed position when the garage is not in use.

Landscaping Guidelines and Guidance: Generally speaking, typical landscape improvements such as shrubs, flowers, mulch, plants and trees do not require pre-approval by the Board of Directors as long as their installation does not change the drainage design of the lot, and will not negatively impact adjacent property when the trees or plants mature, such as overhanging tree limbs onto adjoining lots.

However, the installation of retaining walls, patios or walkways (whether cement, brick, wood or any other material) will require pre-approval by the Board of Directors before work begins.

Damages to adjoining property will require the homeowner causing the damage to correct.

Seasonal Decorations, such as Christmas tree lights, shall be temporary and must be removed when the decoration is no longer appropriate.

Clothes, Sheets, Blankets, Laundry of any kind or other articles shall not be hung out on any portion of the lot or common area.

Rubbish: Each homeowners lot should be kept free and clear of all rubbish, debris and other unsightly materials. Rubbish should be deposited in receptacles not left on the lawn.

Fencing: There are general requirements in order to install a fence:

- a. A request must be submitted to the Board for approval prior to installation.
- b. Fences must be a "Board on Board" design and shall be constructed with western red cedar wood, one inch by six inch dimensional wood with four inch posts. In addition to Board approval, a city permit will be needed. The fence may not exceed four feet in height between adjoining lots, but along Huntley Road it may be up to six feet in height.
- c. A landscaping plan should also be submitted which complements adjoining homeowner's landscaping.
- d. Fences cannot be constructed or installed on a portion of a lot identified as a "Landscape Easement" on the plat of survey for the lot or subdivision.
- e. Owners will be responsible for maintenance of the fence.

Sheds & Outbuildings as with other exterior changes require pre-approval by the Board of Directors. Guidelines for submitting your requests are as follows:

- a. **Size:** the floor area may not exceed eight (8) by ten (10) feet. The height may not exceed nine (9) feet.
- b. **Materials:** A standard wood frame with vinyl siding similar to your home is required. The roofing material should also be similar to the color and texture of your home.
- c. **Landscaping:** a landscaping plan should also be submitted which is consistent with the landscaping of your home and that of your neighbors.

Satellite Dish/Antennas Installation: Generally, antennas are not allowed unless they comply with certain minimum requirements: They cannot exceed one meter in height, must be located to the

back of the residence and may not be observable from the front of the lot. Please complete Exhibit E and submit to the Board via the management agent for review.

Basketball Hoop: The installation of a basketball hoop is permitted on the homeowners lot without an approval by the Association. Homeowners are cautioned to take reasonable steps to secure mobile basketball designs which can be blown over in high wind conditions. Also, the city will not allow an installation in the public right of way which is generally the area from the public walk to the curb.

III THE COMMON GROUND AREAS

The common ground consists of the approximate thirty foot wide frontage landscaped area along Huntley Road from Barlina Road south to our property line, the entry monument at the south corner of Barlina Rd. and Huntley Rd, four cul-de-sac islands and the wetland at the south end of our subdivision. The Association contracts to have the landscaped areas maintained by cutting the grass, maintaining trees and shrubbery. In addition, the Association is responsible for landscape restoration after a City repair to the storm sewer located on our common property.

The wetlands may require some limited maintenance. However, the Army Corps of Engineers restricts any alteration, including planting of trees, shrubs, sod, flowers, mowing, sodding, structures or fill etc. Severe fines can be levied by the Army Corps against the Association and/or the individual responsible for any alteration or change to the wetlands. In addition, there are other State and local regulations which govern the management of the wetlands.

Intentional parking of vehicles and similar equipment on the lawn portions of the common area is not permitted. The public sidewalk crosses the driveways to each unit. City ordinances prohibit blocking the sidewalk with parked vehicles. Automobiles parked over night on the street are also in violation of city ordinance. However, temporary permission may be obtained from the city to park on the public streets by calling the Police Department at 459-2020.

Signs and structures, attached or freestanding are not permitted on the common areas or wetlands.

Snowmobiles or other motorized vehicles may not be stored or operated on the common property.

IV. VEHICLES

The Association requires that Homeowners observe the following:

1. Do not park across the sidewalk. This is a violation of city ordinance. The street should be used for temporary overflow parking.
2. Do not park at an angle in your driveway
3. Do not park on the grass.
4. Storage of vehicles:
 - (A) Trucks, recreational vehicles, boats trailers, personal water craft and motorcycles cannot be stored anywhere on a lot or in the driveway or on the side of the home for more than seventy-two (72) hours at a time and not more than twice during a month period without Board approval.
 - (B) An owner may keep a boat, RV, ATV, camper, residential use trailer, personal watercraft, motorcycle, snowmobile or similar vehicle for a period of 72 consecutive hours during any given 7-day period. These vehicles may only be parked on the area of homeowner's lot directly adjacent to the garage door directly to the street. The lot may not be altered to allow for parking/storage along or beside any residence.
6. Vehicles not regularly driven, in a state of disrepair, with out proper license or registration and parked outside may be classified as derelict and abandoned.
7. Commercial Vehicles belonging to Owners and their family must be parked inside the garage overnight with the garage door closed.

Our single family community is unique because we are governed by an Association. We are not condominiums yet we share a few of the elements both conceptual and functional in common. At one extreme we want all of the freedoms and personal benefits which are commonly associated with owning a single family home. At the other, we must maintain the common property and also promote an increase in property values to the best of our ability by way of these guidelines which will allow personal freedom but not at the expense loss of value to others.

The trade offs which accompany the freedom of performing our own exterior maintenance also requires that we accept such reasonable restrictions as these governing guidelines provides.

V **PETS**

Our pets are a great source of satisfaction, however, pet etiquette is an inescapable part of ownership. In order to assist the Board with the management of pet related problems please observe the following:

1. Do not allow your pet to run loose unsupervised unless it is in a fenced rear yard.

The City of Crystal Lake requires that pets be on a leash when outdoors.

2. Do not tie up pets in the common area and leave unattended.
3. Owners must clean up after their pets immediately. It is the sole responsibility of the pet owner to ensure neighborhood property is not impacted by his or her pet. This would imply that proper etiquette should be used while walking pets around the neighborhood.
4. The Owner is responsible for all damage to, or clean up of, the common property resulting from pets.
5. The City of Crystal Lake (as do all cities) requires tags for your pet which in turn requires proof of rabies inoculation. The primary source of this infection are the many wild animals, possum, raccoons and squirrels, which are present in our area. This has not been a problem but don't take chances -- get the tags, get the shots and be sure you are up to date on all subsequent shots and tests!

It is not possible to cover all of the potential problems which may be associated with pets. The Board reserves the right to consider any special circumstances of pet ownership.

Complaints about any pets in the neighborhood should be submitted to the Association and to the City of Crystal Lake.

VI CONDUCT

Owners are responsible for the conduct of their guests, children and of course themselves.

1. Driving across the grass is not permitted.
2. A home may not be used as a business office. This does not mean that you may not conduct professional business from your home. The intent is that no service, commercial or altruistic enterprise, will be provided which requires the recipient of services to come into the house for such services.
3. Noise: Some things which are pleasant to some are not pleasant to others, for example, loud music, barking dogs, raucous parties are in violation of city ordinances when they become an annoyance to your neighbors.

VII WASTE DISPOSAL

1. GARBAGE AND WASTE DISPOSAL

- Please containerize your garbage so the crows and raccoons cannot break it open.
- Recycled plastic milk bottles and newspapers are a special problem on windy days. Please tie or weight these items to prevent litter. Box up packaging materials such as styrofoam peanuts so they will not accidentally break open.
- The city requires that tree branches, trimmings and lawn clippings be disposed of in special yard waste bags. The disposal service will not collect the garbage if it contains these items.
- Large garbage containers may be obtained from your disposal service.

2. DUMPING

- There is a city ordinance against dumping yard waste, discarded personal or household items in any place other than an authorized disposal site or collection and pick up site. Check with your waste disposal service for special disposal problems.
- No tree trimmings or lawn clippings or other refuse of any kind may be discarded in common grounds or the wetland areas.

VIII. OWNERS RESPONSIBILITY

1. All Unit Owners and Residents should keep the Board and/or Management informed at all times of problems, suggestions, questions, etc., that they may have. We can only work to correct the problems when we become aware of them.
2. Owners and Residents should assist the Board/Management in keeping HARVEST RUN HOMEOWNERS Association Common Property and common elements in good condition. It is important that each resident practice good housekeeping in order to maintain the attractiveness, and value of our homes.
3. Please read all correspondence sent by the Board/Management and respond to any questionnaires, forms, etc. as required by the Board/Management.
4. Homeowners must pay their annual Association fee on time. A \$10.00 late charge is assessed to the account of any Unit Owner whose assessments are not paid within 30 days of when the assessment is due. Your payment must be made to the Associations designated managing agent.

Your account is always available for you to inspect and we can send you a printout of your account balance when payments are not received. A follow-up letter may be sent after the account is unpaid for sixty days. Otherwise the only method by which you can become aware of this situation is, unfortunately, when the account is referred to our attorney.
5. Homeowners should attend the annual membership meeting in April of each year. If the homeowner desires to use a proxy, he or she may do so, and it should be returned promptly after receipt of the notice of the meeting.
6. Owners are responsible for the actions or damage caused by their tenants and guests.

IX. SALES

1. When you sell your home, you should notify, in writing, the management company and inform of the pending sale.
2. A clearance letter will need to be prepared for your title company for purposes of closing on the sale. You will need to provide to the management company the name of the purchaser and all applicable fees and assessments are required to be paid to the Association.

3. You will also be required to give your copy the recorded Declaration and Homeowners Information Manual to your prospective buyer at closing.

X. DID YOU KNOW...

- Your water hose should be disconnected before freezing weather begins. Otherwise water can get trapped in the hose and freeze back into the piping. The freezing temperatures may cause the faucet to crack and water may flood your basement.
- If you are away from your home for a significant period of time you may want to consider leaving a key with a friend or neighbor. If it is wintertime it may be wise to shut off your main water valve and open first floor faucets to drain. A pint of antifreeze in the flush tank and bowl will prevent cracking if your heating unit should go off on safety. Remember to leave instructions for disarming the security system if you have one active.
- We are fortunate enough that we do not have any significant water backup problems in our basements. However for peace of mind, have your sump pump checked every few years to make sure it is working and check your insurance policy to see if water back up damage is covered.
- Do you have a small fire extinguisher in your kitchen or garage?
- If you upgrade your home in any significant way check with your insurance agent to make sure it is sufficient to cover the improvements.

XI. Enforcement of Rules

1. **Declaration Provisions:** The Association, management company or any owner shall have the right to enforce, by any proceeding at law or equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of the Declarations, By-Laws and Rules and Regulations. Failure to enforce any Covenant, Restriction, By-Law or Rule contained therein shall in no event be deemed a waiver of the right to do so thereafter.

2. **Fine System:** A violation of any Covenant, Condition, Restriction or Rule shall be subject to a fine not to exceed \$100 per violation of privileges until the fine is paid and the violation is corrected. In addition, legal and administrative costs related to the resolution of a violation of our rules will also be chargeable to the homeowner. Any offense not corrected within the required time from will be considered "an additional" offense and will be handled as set forth in the schedule below. IF ANY ASSESSED FINES ARE NOT PAID WHEN AN OWNER REQUESTS THE REQUIRED ASSESSMENT LETTER PRIOR TO A SALE OR REFINANCING, SUCH A LETTER WILL NOT BE GIVEN UNTIL THE FINES ARE PAID. The following is the fine schedule:

1st offense	Warning Letter and 7 days to correct
2nd repeat/uncorrected offense(within 12 months)	\$25 and 7 days to correct
3rd repeat/uncorrected offense	\$50 and 7 days to correct
Subsequent repeat/uncorrected offenses	\$100 and 7 days to correct

Continuing violations may incur a daily fine of up to \$25 per day.

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

3. **Procedural Rules:** If an owner is accused of a alleged violation of any of the provisions of the Declarations, By-Laws and/or Rules of the Association, the following shall occur:
- A. The owner shall receive a "Notice of Violation" similar in form to Exhibit D. This notice will be sent via both First Class and Certified Mail, return receipt requested, and may be issued by the management agent or the Association's attorney.
 - B. If the owner feels that the violation has been wrongfully or unjustly charged, a written protest must be filed with the Management Company requesting a Hearing with the Board of Directors. The Protest must be in writing and it must be received by the Association within fourteen (14) days after the date of the "Notice of Violation".
 - C. Should no protest be filed within this time frame, the allegations of the "Notice of Violation" shall be considered true and taken as if confessed.
 - D. Should a protest be filed, a Hearing on the matter shall be scheduled with the Board of Directors for the next scheduled Board Meeting after receipt of the written protest. Notice of the date, time and location of the Hearing will be sent via First Class mail.
 - E. At the Hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation. After a full hearing, the Board shall state its determination. The decision of the Board shall be final and binding on the Owner. Notification of the Board's determination will be mailed to the owner on a "Notice of Determination" form similar to Exhibit E.

- F. Payment of any fines assessed under this policy shall not become due and owing until the Board has completed its determination. However, other legal or equitable remedies may be pursued by the Association during this time.

Notices are deemed made when deposited in the United States mail, postage prepaid, to the owner.

Owners are responsible for violations and fines caused by their tenants, relatives and guests .

4. **Payment of Fines:** Any owner fined under this policy shall pay all charges within thirty (30) days of the notification that such charges are due. Failure to make the payment within this time shall subject the owner to all of the legal or equitable remedies necessary for the collection of same, including Forcible Entry and Detainer.
5. **Repeat Offenses:** Upon further or continuing violations, the matter will be forwarded to the Association's attorney for appropriate legal action including injunctive relief, Forcible Entry and Detainer or Lien Foreclosure. All reasonable attorney's fees and administrative costs incurred will be charged back to the owner's account.
6. **Additional Demands:** Notification may also contain such demands as are necessary to protect the interests of the Association in accordance with the provisions of the Illinois not for Profit Act, the Declaration and By-Laws and the Rules and Regulations of the Association.
7. **Additional Action:** The remedies in this policy are not exclusive and the Board may, in addition, take any action provided in the Declaration and By-Laws to prevent or eliminate violations thereof or of these Rules and Regulations. the Board does not undertake any responsibility to take corrective action. However, the Board in its sole discretion has the authority to remove or correct any violation, upon delivery or posting of notice, in an emergency situation which poses the potential for damage to persons or property. Any costs for correcting such violation will be charged against the owner.

8. **Owner's Documents:** At the closing of the purchase of a home each owner was provided with one copy of the Declaration of Condominium Ownership, the By-Laws. The Rules and Regulations are provided by your association. Additional copies may be purchased from the management agent. It is the responsibility of owners to ensure their tenants have a copy of these documents also.

9. **Declarations and By-Laws:** 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 enforcement in accordance with this policy.

We hope this process proves to be unnecessary. Fortunately these circumstances are rare. Please help us continue to avoid this unpleasant business. Thank you.

HARVEST RUN HOMEOWNERS ASSOCIATION
ARCHITECTURAL/LANDSCAPING IMPROVEMENT REQUEST FORM

NAME _____ DATE _____

ADDRESS _____

PHONE NUMBER _____

NATURE OF IMPROVEMENT

NOTE: PLANS & SPECIFICATIONS OF ALL IMPROVEMENTS MUST BE SUBMITTED AND ATTACHED TO THE APPLICATION TO SHOW LOCATION AND DIMENSIONS. (For major additions such as patios, out buildings, pool, etc, please submit a scaled drawing on a copy of your plat of survey. If a photo or brochure is available, it is helpful to include with your submission.)

We the undersigned do hereby acknowledge that we are the owners of the above referenced home and understand the rule concerning the proposed improvement. We agree to abide by the rule set forth by the Board of Directors and will be solely liable for upkeep maintenance on this improvement

SIGNED _____

_____ *FOR OFFICE USE ONLY* _____

APPLICATION RECEIVED ON _____

SITE INSPECTED BY _____ DATE _____

APPROVED/DISAPPROVED BY BOARD OF DIRECTORS

_____ DATE _____

REASON FOR REJECTION IF APPLICABLE:

NOTE: PLEASE ATTACH EXHIBIT B - RESPONSIBILITY WAIVER WITH THIS REQUEST.

EXHIBIT B

HARVEST RUN HOMEOWNERS ASSOCIATION

RESPONSIBILITY WAIVER FOR EXTERIOR VARIATIONS

I hereby agree to obtain all necessary building permits and to comply with all applicable building codes, to begin the construction within ninety (90) days of approval and complete the change and/or improvement no later than one year from construction start date.

I hereby agree to comply with all the Association Declarations, By-Laws and Rules and Regulations in respect to this Architectural Change and/or improvement. I hereby agree to indemnify and hold harmless the Association, its homeowners, members of the Board of Directors, employees and management agent from all losses, damage, liability, judgements, court costs, attorney's fees, interest or any other costs or penalties arising out of this change or improvement.

I hereby understand that I am responsible for the future upkeep and maintenance of this change and/or improvement.

I hereby agree to permit the Association access to my property for purposes of inspection of the change and/or improvement in order to ensure compliance with the Association Declarations, By-Laws and Rules and regulations.

I hereby agree that failure to comply with any of the above requirements may result in revocation of the approval of my change and/or improvement and removal of my change and/or improvement and restoration of the facilities to a condition the existed immediately before approval. All necessary costs and expense associated with this restoration will be at my expense, including but not limited to construction costs and consequential expenses such as attorney's fees, court costs, permit fees, etc. Notwithstanding anything to the contrary, the Association, at it discretion, shall have the right and power to enter my property and repair the change and/or improvement should it fall into a state of disrepair which is not corrected within fourteen (14) days of written notice to me. All costs connected with such repair shall be charged to my assessment account and be subject to the collection methods authorized by the Declaration, By-Laws, Rules and Regulations and the laws of the State of Illinois.

I hereby agree and understand that approval of my application shall be binding on all successors, devisee, heirs, assignees and transferees of my property. I further agree to inform them of the terms and conditions contained in this waiver.

Owner Signature/Date

Owner Signature/Date

Address

Type of Change and/or Improvement