

**FIELDS OF LONG GROVE
HOME OWNERS' ASSOCIATION**

REVISED RULES AND REGULATIONS

Adopted this 7th day of January, 2008, in accordance with Article II, Section 2.8 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions ("Declaration") for The Fields of Long Grove Home Owners' Association ("Association") and Article VI, Section 1(h) of the Association By-Laws ("By-Laws") and such other provisions in the Declaration and By-Laws or applicable law that warrant or mandate adoption of such Rules and Regulations (the "Rules").

DEFINITIONS (more precisely described in the Declaration)

"Board" means the Board of Directors of the Association.

"Common Areas" means all of the Development except for Lots and the Recreation Area.

"Development" means all of the Real Property described on the Plat (of the Fields of Long Grove).

"Lot" or "Owner's Lot" means those areas on the Plat (the Site Management Plan for the Fields of Long Grove) designated as individual lots and by number, being those parcels of the Development which have been or are intended to be conveyed to Owners, with Residences constructed or to be constructed thereon.

"Management Agent" (or "Association Manager") means a person, company or corporation appointed or employed by the Association to operate, preserve, maintain, improve or repair the Common Areas and Recreation Area.

"Owner" means the record owner, whether one or more persons or entities, including contract purchasers, of fee simple title to any Lot.

"Recreation Area" means that area of the Development designated as Outparcel J on the Plat, designated for future development for recreational or social activities (at the north end of the Development).

"Residence" means a detached single-family dwelling that is constructed on a Lot.

Capitalized terms used herein and not otherwise defined have the meaning set forth in the Declaration.

LOT RESTRICTIONS

- 1.0 Business Use of Lots: Per Article VII, Section 7.10 of the Declaration, each Lot shall be used exclusively as a single family residence and for no other purpose. The exchange of correspondence, telecommunications, and/or maintenance of files, is not a prohibited use of a Lot.
- 1.1 Architectural and Landscaping Restrictions: Subject to Article II, Section 2.7 of the Declaration, no changes may be made to a residence exterior and no structures may be erected, removed or changed on a Lot without prior approval of the Board. However, the replacement of diseased, damaged or dead trees or shrubs, and the planting of flowers or plants in existing beds shall be deemed approved by the Board without the need for the Owner to submit plans to the Board for its prior approval.

- 1.2 Trash and Recycling Pickup: Subject to Article VII, Section 7.3 of the Declaration, trash and recycling containers should be placed at the end of the Owner's driveway no earlier than the evening before pick-up. Empty containers should be picked up within 24 hours. Owners who know they will be unable to pick up the containers within 24 hours should make arrangements with a neighbor or the Association Manager to comply with these Rules.
- 1.3 Signs: Subject to Article VII, Sections 7.6 and 7.8 of the Declaration, no sign of any kind may be displayed on any Lot without the prior written consent of the Board, except as follows:
- (a) a single "For Sale" sign (professionally printed, not more than 2 sides, not larger than 36 inches wide or 36 inches high) may be erected by an Owner on his/her own Lot relating to the sale of the Owner's home.
 - (b) a single "Open House" sign may be attached to the "For Sale" sign or otherwise posted on the Lot immediately beneath the "For Sale" sign; provided that any such "Open House" sign may only be posted while an Open House is being conducted on said Lot.
 - (c) an Owner may place on an exterior wall, door or fascia of the Owner's Residence a nameplate of not more than 170 square inches, which nameplate shall contain the name of the Residents and/or the address of the Lot.
 - (d) an Owner may place a freestanding, removable address sign (the "Freestanding Address Sign") on the Owner's Lot; provided that:
 - (i) the Freestanding Address Sign shall be not more than 14 inches high by 24 inches wide;
 - (ii) the top of the Freestanding Address Sign shall be not more than two (2) feet above grade; and
 - (iii) the Freestanding Address Sign shall not interfere with Association lawn or bed maintenance.
 - (e) an Owner may post on the Owner's Lot professionally-designed signs which describe a security service that is monitoring the Owner's home.
- 1.4 Public Disturbances: Noxious, annoying or offensive activity is prohibited on any Common Area or on any part of an Owner's Lot such that it can be noticed by someone not on that Lot. Such activities include, but are not limited to, making or causing loud noise or music, or shining bright lights.
- 1.5 Unused or Abandoned Vehicles: Subject to Article VII, Section 7.7 of the Declaration, a vehicle may not be maintained, stored or kept on any Lot, unless enclosed within a garage, if the vehicle (a) has not been used or moved for seven (7) consecutive days or more, (b) does not have a current, valid vehicle license plate, or (c) has been abandoned. The Board will notify the appropriate authorities in the event of a violation of this Rule.

COMMON AREAS RESTRICTIONS

- 2.0 Restricted Areas: Without prior authorization from the Board or the Association Manager, access to the Pump House, Spray Irrigation Area, or Sanitary Treatment Facilities, is strictly prohibited.
- 2.1 Vehicles on Common Areas (other than streets): With the exception of authorized landscapers' vehicles, the Association Manager's motorized cart, and Owners'

wheelchairs or walking aids, no vehicles whatsoever, including but not limited to bicycles, tricycles, children's riding toys, motorcycles, roller blades, or snowmobiles, whether or not motorized, shall be allowed on any trails or unpaved portion of the Common Areas.

2.2 Pets:

- (a) Subject to Article VII, Section 7.1 of the Declaration, no dog, cat, or other household pet shall be allowed to create a nuisance or unreasonable disturbance, or to cause damage to any Common Area or the property of another Owner.
- (b) Pets, while leashed and under control of the Owner, are permitted on the Common Areas, including all trails throughout the Common Areas.
- (c) Pet owners are responsible for immediately cleaning-up outdoor deposits left by their pets.

2.3 Signs: Subject to Article VII, Section 7.6 of the Declaration, no sign of any kind may be erected on the Common Areas; except that

- (a) signs may be erected by the Association,
- (b) in lieu of placement of a Freestanding Address Sign on an Owner's Lot (as described in Section 1.3 above), an Owner may post a Freestanding Address Sign near the street in front of the Owner's home, which Freestanding Address Sign shall not interfere with Association lawn or bed maintenance, and
- (c) "Open House" signs may be posted alongside Farmwood Drive, provided that:
 - (i) only one (1) "Open House" sign per Residence may be posted on the Common Areas,
 - (ii) an "Open House" sign may be posted on the Common Areas only during the period of the Open House,
 - (iii) each "Open House" sign shall be professionally printed,
 - (iv) for a given Residence, the associated "Open House" sign shall be posted in the approximate vicinity of the intersection of Farmwood Drive and the street on which the Residence is located, and
 - (v) each "Open House" sign shall be one-sided or two-sided and shall be not more than 4 square feet in area on each side.

2.4 Owner Placement of Apparatus on Common Areas: Subject to Article VII, Section 7.4 of the Declaration, Owners are prohibited from temporarily or permanently placing apparatus in or on the Common Areas without the prior written approval of the Board. Such prohibited apparatus includes, but is not limited to, basketball hoops, backboards and associated structures, tools, toys, and debris (except for landscaping debris that may be placed in designated areas).

2.5 Speed Limit: The speed limit throughout the Development is 20 miles per hour.

2.6 Parking:

- (a) Boats, trailers, trailer homes, campers, motorcycles, recreational vehicles, non-passenger vehicles, vehicles use in whole or part for commercial purposes, vehicles with more than 2 axles, vehicles with more than 4 tires, and vehicles with external signage, messages or advertisements (other than signage installed by the vehicle manufacturer at the time of production) (each a "Prohibited Vehicle") may not be parked on the Common Area or on Owners' driveways. Any

Owner wishing to park a Prohibited Vehicle on the Common Area or on the Owner's driveway shall request prior approval from the Board. The decision of the Board shall be final.

- (b) Overnight parking on a Development street is permitted only with prior Board Approval. Visitor parking shall be on the Owner's driveway or on an off-street parking area (the guest parking area).
- (c) Parking in the guest parking spaces is intended for Owners' guests.
- (d) Parking is allowed on only one side of the street (as described below), and no parking is allowed in the cul-de-sacs or semi-circles.

North/South streets: Parking is only allowed on the west side of the street.

East/West streets: Parking is only allowed on the north side of the street.

2.7 Vehicles:

- (a) Engine maintenance or body work shall not be performed on any vehicle parked on any Common Area.
- (b) All vehicles shall be moved at the request of the Board or the Association Manager when necessary to facilitate snow removal and road maintenance.
- (c) The Board will notify the appropriate authorities under the following conditions:
 - (i) When a vehicle has been abandoned on Common Areas, and a notice of such violation was affixed to the vehicle at least seven (7) days earlier.
 - (ii) When a vehicle is parked in a manner which presents immediate danger to the health, safety and welfare of any person, or damage to the property.

2.8 Lake/Ponds:

- (a) Swimming in the lake adjacent to the Beach (east of Farmwood Drive) is permitted for residents and their guests only, at their own risk. Minors must be supervised by an adult at all times. Swimming is strictly prohibited in all other ponds in the Development.
- (b) Motorized boats are not allowed on the lake or ponds within the Development.

OWNER LIABILITY

- 3.0 Each Owner is responsible for assuring compliance with these Rules by all residents in their home (including leased or rented homes) and guests.

GRIEVANCE AND ENFORCEMENT PROCEDURES

- 4.0 Complaints should be resolved between Owners; however, where necessary, an Owner may contact the Association Manager regarding any violation of the Declaration, By-Laws, and any rules and regulations adopted by the Board.
- 4.1 Subject to Article VII, Section 7.12, in the event of an Owner violation of any provision of the Declaration, By-Laws, and any rules and regulations adopted by the Board, the Board may, at its discretion, undertake the following process to encourage Owner compliance:

- (a) The Board shall notify the Owner of the violation, in writing, and request compliance within thirty (30) days.
- (b) If compliance does not occur by such deadline, the Board will send a letter to the offending Owner inviting the Owner to appear at a hearing before the Board, at which time the Owner will be given the opportunity to provide arguments for why the Owner should not be expected to comply with the Board's notice of violation. The Board will give due consideration to the Owner's arguments.
- (c) Following the Board hearing, the Board will determine whether to uphold or rescind the notice of violation and shall notify the Owner of same, in writing. If the Board decides to uphold the notice of violation, the Board will notify the Owner of the final deadline for compliance.
- (d) If the Owner does not comply with the notice of violation by the aforementioned compliance deadline, the Board, at its discretion, may levy a fine of not more than \$100 against the offending Owner. If a fine is levied, the Board shall send the offending Owner a notice of said fine, which notice shall require that the offending Owner shall pay the fine and come into compliance within thirty (30) days (the "Final Deadline").
- (e) If by the Final Deadline, the offending Owner has not paid the fine and complied with the notice of violation, then, in addition to the fine, the Board may act to cure the violation and any amounts paid therefor shall be a charge against the Lot upon which said work was done, payable on demand, or the Board may pursue any remedy available at law or in equity.

These Rules and Regulations are intended (a) to emphasize certain provisions in the Declaration and in the By-Laws, and (b) to establish appropriate rules for situations not specifically covered in the Declaration or By-Laws. Where there is a conflict between these Rules and Regulations and the Declaration or By-Laws, the provisions of the Declaration and By-Laws shall prevail. Nothing in the Rules and Regulations shall relieve Association members of their obligation to comply with the provisions of the Declaration and By-Laws.

These Rules are effective as of the date first above written. After the effective date, prior Board approval is required for any exceptions to the Rules.