



BRGPOA Rules and Regulations

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Updated 4.1 and 4.2 with new language

Updated 2.3.18 with new language

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1. INTRODUCTION

In accordance with Section 10 of the Declaration of Covenants, the Board of Directors has established reasonable rules and regulations concerning the use of Lots, Dwellings, Greens of Boulder Ridge Areas and the Common Areas and facilities located thereon.

The following BRGPOA Rules and Regulations are an aggregation of rules and regulations directly provided by the Declaration of Covenants, the Architecture Guidelines and rules and regulations developed by the Board of Directors.

2. RULES & REGULATIONS WITHIN THE LOT

The following rules and regulations govern the appearance and required maintenance of any structure or landscape feature within the individual Owner's property lot.

2.1 GENERAL

- 2.1.1 In accordance with Section 12.09 of the Declaration of Covenants, each Lot and Dwelling shall be used for residential purposes only, and no trade or business of any kind may be carried on thereon.
- 2.1.2 In accordance with Section 12.09 of the Declaration of Covenants, Lease or rental of a Dwelling for residential purposes is not for less than the entire Dwelling and all the improvements thereon and is for a term of at least six (6) months, and shall be required to be in writing, and, prior to the commencement of any such lease, the Owner shall provide the Secretary of the Association and the managing agent of the Association, if any, with copies of such lease.
- 2.1.3 In accordance with Section 12.15 of the Declaration of Covenants, no animals, livestock, birds, bees or poultry of any kind shall be raised, bred or kept by any Owner upon any portion of the Development or on any Lot.
- 2.1.4 In accordance with Section 12.15 of the Declaration of Covenants, no structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the common Areas or on any Lot.
- 2.1.5 In accordance with Section 12.18 of the Declaration of Covenants, no Owners or other occupants of any portion of the Development shall repair or restore any vehicle of any kind upon or within any Lot, Dwelling or Greens of Boulder Ridge Area or within any portion of the Common Areas, except
 - (i) within enclosed garages or workshops or
 - (ii) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

- 2.1.6 In accordance with Section 12.20 of the Declaration of Covenants, no Lots or Dwellings may be sold under any time-sharing, time-interval or similar right-to-use programs
- 2.1.7 In accordance with Section 11.11 of the Declaration of Covenants. In the event an Owner sells, leases, mortgages or otherwise disposes of any Lot or Dwelling, the Owner must promptly furnish to the Association in writing the name and address of such purchaser, lessee, mortgage, or transferee.

2.2 APPEARANCE & MAINTENANCE OF THE DWELLING

- 2.2.1 In accordance with Section 5.01 of the Declaration of Covenants, each Owner and Association shall be responsible for maintaining his or its Lot, Dwelling or Greens of Boulder Ridge Area or Common Area, as the case may be, in a neat, clean and sanitary condition, and such responsibility shall include the maintenance and care of all exterior surfaces of all Dwellings, buildings and other structures and all the lawns, trees, shrubs, hedges, grass and other landscaping.
- 2.2.2 Signs. In accordance with Section 12.11 of the Declaration of Covenants, no signs or advertising posters, real estate for sale/rent signs of any kind shall be permitted in any windows or on the exterior of any improvements. Exceptions include temporary warning or restrictions signs or signs for notices required by legal proceedings.
- 2.2.3 Holiday Decorations. Exterior holiday decorations including lighting, shall not be illuminated past 14 calendar days after the holiday, and completely removed within 60 calendar days after the holiday.
- 2.2.4 In accordance with Section 12.10 of the Declaration of Covenants. No window-mounted heating or air-conditioning units are permitted.
- 2.2.5 In accordance with Section 12.10 of the Declaration of Covenants. No foil or other reflective materials shall be used on any windows for sunscreens, blinds, shades or other purpose.
- 2.2.6 In accordance with Section 12.10 of the Declaration of Covenants. No projections of any type shall be placed or permitted to remain above the roof of any improvements except approved chimneys or vent stacks.

2.3 APPEARANCE & MAINTENANCE OF THE PROPERTY LOT

- 2.3.1 Lawn/Grass Areas. Existing grass and lawn areas must be kept manicured, trimmed to a height of not more than six (6) inches and be clear of all weeds or unsightly vegetation.
- 2.3.2 Roadway Trees. Roadway trees shall be maintained by the property owner. Trees must be kept properly trimmed to avoid hazardous sight issues, blocking of roadway signs,

and impedance to commercial and mail vehicles. Trees must be kept trimmed 8ft above the roadway surface. Dead and/or dying roadway trees must be removed and replaced.

- 2.3.3 Landscape Beds. Landscape beds must be kept manicured and free from weeds or unsightly vegetation.
- 2.3.4 Shrubs / Bushes. Shrubs / bushes must be kept manicured and free from causing any hazardous line of sight situation.
- 2.3.5 Removal of dead/dying plants, trees, or any other vegetation is the responsibility of the owner and must be accomplished within a reasonable time period.
- 2.3.6 Removal of Mature Trees. In accordance with Section 12.06 of the Declaration of Covenants. No Owner shall be entitled to cut, remove or mutilate any trees, shrubs, bushes or other vegetation having a trunk diameter of six (6) inches or more at a point of four (4) feet above ground level (DBH), without obtaining the prior approval of the Architectural Review Committee.
- 2.3.7 Driveways. In accordance with Section 3.8 of the Architectural Guidelines. An asphalt driveway is expected to be properly maintained and seal-coated periodically to maintain the aesthetics of the neighborhood.
- 2.3.8 Mailboxes. In accordance with Section 3.12 of the Architectural Guidelines. Mailbox posts shall be black iron style with black mailboxes. Mailbox posts and boxes must be in proper working order and must be painted with black paint.
- 2.3.9 Rubbish Accumulation. In accordance with Section 12.16 of the Declaration of Covenants. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Development.
- 2.3.10 Clotheslines. In accordance with Section 12.10 of the Declaration of Covenants. Outside clotheslines or other outside facilities for drying or airing clothes are specifically prohibited and shall not be erected, place or maintained
- 2.3.11 In accordance with Section 12.10 of the Declaration of Covenants. No clothing, rugs or other items be hung on any railing, fence, hedge or wall.
- 2.3.12 Fencing. In accordance with Section 3.14 of the Architectural Guidelines. No perimeter fencing of a lot is allowed. The only exceptions are buried invisible fences for pets, and fencing around swimming pools, therapy pools, spas and hot tubs.
- 2.3.13 Swimming Pools. In accordance with Section 3.10 of the Architectural Guidelines. No above ground pools are allowed, except for kiddie/temporary blowup pools 18-inch tall or less.
- 2.3.14 Maintenance Sheds. In accordance with Section 3.13 of the Architectural Guidelines. No maintenance sheds are allowed on the property.

- 2.3.15 Playground Equipment. In accordance with Section 3.15 of the Architectural Guidelines. Swing sets, slides, and similar playground equipment that require permanent or semi-permanent installation must be constructed of wooden frame and is painted or stained in earth tones. Equipment constructed of metal frame is not allowed
- 2.3.16 Easement Maintenance. In accordance with Section 3.07 of the Declaration of Covenants. Owners of such Lots are required to perform such routine upkeep necessary to maintain the surface of the Drainage Easement area in a free and unobstructed condition, including mowing and removal of vegetation
- 2.3.17 Drainage Easement. In accordance with Section 3.07 of the Declaration of Covenants. An Owner may not change the grade of land included within the Drainage Easement area without the prior approval of the Board of Directors upon submission and review of appropriate plans or drawings depicting the proposed change in grade
- 2.3.18 Garbage/Recycling Containers. All containers stored on the exterior of the premises used for solid waste, landscape waste, or recyclables shall be kept at the rear or side of any premises or stored inside the garage.

3. RULES & REGULATIONS WITHIN THE COMMON AREAS

- 3.1 Pets. In accordance with Section 12.15 of the Declaration of Covenants. Pets **shall** be under leash at all times when walked or exercised in any portion of the Common Areas.
- 3.2 Pet Waste. In accordance with Section 12.15 of the Declaration of Covenants. No pet **shall** be permitted to leave its excrement on any portion of the Common Areas, and the Owner of such pet shall immediately remove the same.
- 3.3 Pond Area. Operation of motorized vehicles, such as but not limited to, dirt bikes, motorcycles, motorized scooters, motorized bicycles, cars or trucks around the pond area is prohibited, except for maintenance purposes.
- 3.4 Pond Area. Swimming or wading into the pond is prohibited.
- 3.5 Pond Area. Boating of any form is prohibited, except for maintenance purposes.
- 3.6 Pond Area. Skating or walking on the pond when its frozen is prohibited.
- 3.7 No structure of any type is to be erected on any of the Common areas.

4. RULES & REGULATIONS FOR STREETS, PARKING, TRAFFIC CONTROL

In accordance with Section 12.21 of the Declaration of Covenants. All vehicular traffic on the private streets and roads in the Development shall be subject to the provisions of the laws of the State of Illinois and the Village of Lake in the Hills concerning operation of motor vehicles on public streets.

In addition to the State of Illinois and the Village of the Lake in the Hills ordinances and laws, the Association has established the following supplemental Rules and Regulations governing the streets, parking, and traffic control for the Development.

4.1 Not Used. Intentionally left blank.

4.2 Not Used. Intentionally left blank.

4.3 Vehicle Storage. Outside storage or outdoor parking upon any Lot, Dwelling or Greens of Boulder Ridge Area or within any portion of the Common Areas is prohibited for the following vehicles:

- (i) mobile home
- (ii) trailers (either with or without wheels)
- (iii) motor home
- (iv) tractor (lawn mower or other)
- (v) truck (other than pick-up trucks)
- (vi) Commercial vehicles of any type
- (vii) camper
- (viii) motorized camper or trailer
- (ix) boat or other watercraft
- (x) boat trailer
- (xi) motorcycle
- (xii) motorized bicycle
- (xiii) motorized go-cart
- (xiv) golf cart

4.4 Licensed Drivers. In accordance with Section 12.21 of the Declaration of Covenants. Only drivers licensed to operate motor vehicles by the State of Illinois or by any other state in the United States **may** operate any type of motor vehicle, **including golf carts**, within the Development.

4.5 Operations of Motor Vehicles. In accordance with Section 12.21 of the Declaration of Covenants. All vehicles of any kind and nature which are operated on the streets in the Development **shall** be operated in a careful, prudent, safe and quiet manner and with due consideration for the rights of all residents of the Development.

5. AMENDMENTS

Consistent with provisions of the BRGPOA Declaration of Covenants, these Rules and Regulations may be amended at a regular or special meeting of the Board by a majority vote of the Board.