



# Silver Glen Estates

## of St. Charles

### ***Silver Glen Homeowners Association Neighborhood Rules***

#### **1. Homes**

Home shall be occupied and used for single-family purpose only as private dwellings for owners, their families, and guests.

#### **2. Nuisances**

No noxious, illegal or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

#### **3. Development Activity**

Notwithstanding any other provision herein, any owner, shall be entitled to conduct on the property all activities normally associated with and convenient to the development of the property and the construction and sale of single-family residential units on the property.

#### **4. Signs**

No sign or billboards of any kind shall be displayed to the public view on any Lot, except ONE professional sign used to advertise the property during the sales period, signs shall be in compliance with the applicable ordinances of the County of Kane. Residence "For Sale Signs" Signage indicating that any Silver Glen residence is "For Sale" shall meet guidelines set by HOA "For Rent" signs are strictly prohibited.

#### **5. Garbage and Refuse Disposal**

Rubbish, debris and any other unsightly materials are prohibited. Rubbish containers must be kept inside the garage or patio area at all times- not visible from the street. Rubbish containers are to be placed on the street the night before or morning of trash pick up day. Trash cans must be picked up and returned to the home area by 7:00 P.M. of trash pick up day. Construction dumpsters are allowed during a renovation or remodel but must be removed within 14 days of delivery unless 7 day extensions are reviewed and approved by the board.

#### **6. Manufacturing / Business purposes**

No part of the Property, street, or any lot, and no building erected or maintained on any part of the Property shall be used for employee, client or business parking, manufacturing, industrial or business purposes, including garages - excepting therefrom the property used for the purpose of operating the association facilities.

#### **7. Detached Buildings**

No detached buildings, including, but not limited to, garages, storage sheds, storage buildings, animal pens, or barns shall be erected, placed or constructed at any lot or premise unless specifically approved by the Architectural Review Committee. Pump/ accessory buildings for swimming pools, may be located only in the rear yard, subject to the County of Kane's applicable rear yard requirements AND subject to approval by the reviewing committee as established in these declarations. Accessory buildings are permitted on Common Areas when required for construction, repair, maintenance, or operation of the Sanitary Treatment, Pond or Central Well Facilities.

## **8. Landscaping- New Construction**

To preserve the aesthetic appearance of the development, no landscaping, grading, excavation or filling of any nature whatsoever shall be implemented and installed by any Owner unless and until the plans therefore have been submitted and approved, in writing, by the Architectural Review Committee. The Architectural Review Committee shall be entitled to promulgate standards with respect to acceptable landscaping plans. Furthermore, no hedge or shrubbery planting or tree which obstructs sight lines or streets and roadways within the development shall be placed or permitted to remain on any Lot where such hedge, shrubbery fence or tree interferes with traffic sight-lines, including sight lines at the intersection of a driveway and a road or street in the development. 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 without obtaining the prior approval of the Architectural Review Committee except as set forth in the preceding sentence and provided, further, that dead or diseased trees which are inspected and certified as dead or diseased by the Architectural Review Committee or its representatives as well as other dead or diseased shrubs, bushes or other vegetation shall be cut and removed promptly from any Lot by the Owner of such Lot. Any mechanical devices such as air conditioners / generators and other equipment must be fully screened with proper sized landscaping so as not to be visible from the street. All landscaping must be completed in accordance with the landscaping schedule approved by the Architectural Review Committee.

## **9. Landscaping & Property Maintenance**

Each Owner shall be responsible for, at his or her own expense, all of the landscaping, snow removal, repairs, replacements and maintenance of any lot / residence owned in the development. Lawns and beds shall be maintained, cut, edged on a weekly basis and pruned seasonally. Lawns and beds must be kept free from weeds. Debris on the property must be picked up and removed including landscaping debris and any trash - including removing culvert debris & blockage. Compost piles of landscaping debris are not allowed. It will be the owners responsibility to maintain a high level of landscaping appearance consistent with the character of the neighborhood and construction guidelines for landscaping of new homes. All dead plantings, shrubs, trees and stumps must be removed within 21 days and replaced if needed to maintain neighborhood standards. Broken windows, torn screens, damaged front doors or damaged garage doors must be repaired immediately by the homeowner. No operation of engines, mowers, trimmers, power washers, or other loud construction / maintenance equipment can take place prior to 8am on Saturdays, Sundays or Holidays.

## **10. Exterior Lighting**

All exterior should contain only white light bulbs (no yellow, blue, red, etc.) landscape accent lighting should be of professional grade, warm white color, high or low voltage; the fixture color should blend with the surrounding area (i.e. black, browns, or greens); the entire fixture should be hidden when possible and the beams should be directed away from all adjacent property. All entry door lights including garage fixtures should be of professional grade, white light, high or low voltage light and its style and materials should be consistent with the character of the neighborhood. Holiday decorative lighting is approved and should be removed within 30 days of the holiday.

## **11. Common Areas**

The Common areas consist of everything but the individually owned homes and lots. The repair and maintenance of all of the common areas is done at the association's expense except as otherwise explained in the Rules and Regulations and Declaration and Bylaws. No changes / improvements, construction or modifications are allowed to be done to any common area by any homeowner without express written approval by the board. All items left unattended in the common areas may be removed and stored by the board at the owner's expense. Lawn ornaments and/or lawn furniture must not be placed in common areas. Landscape service contractors will not accept the responsibility of moving the personal property of residents to facilitate grass cutting. Skateboards and skateboard ramps are prohibited from the property. All damages to the common areas caused by an owner, occupant, pet or guest must be repaired or replaced at the expense of the homeowner. Pet owners are responsible for immediately picking up after their pets. No vehicles of any kind are to be operated / driven in the common areas.

## **12. Utilities**

All electric service, telephone service and other utilities shall be supplied by underground service and no poles shall be permitted.

## **13. Piers, Motorized Boats, Snowmobiles, non-street legal vehicles including ATV's**

Piers, diving ramps and docks shall not be permitted anywhere along any body of water as shown on the Plat of Subdivision. Motorized boats shall not be permitted on any body of water in the Subdivision. Our community streets are governed, maintained and enforced by the State of Illinois and Kane County. This rule is in accordance with state and local laws: All **non street** legal motorized vehicles are NOT permitted on our streets OR Silver Glen Estates common areas, including but not limited to: snowmobiles, all-terrain vehicles (ATV), golf carts, mini motorcycles / scooters / boards, recreational vehicles, either battery operated or gasoline powered.

## **14. Garages**

All houses shall have attached garages, which shall contain a minimum of seven hundred fifty (750) square feet, sufficient to accommodate at least three standard sized automobiles and shall not have any doors which directly face the front yard / street view of the house.

## **15. Mailbox Posts & Address**

Each house should have some type of exterior identification of house number for safety and convenience. The St Charles township guidelines for mailbox placement and construction need to be followed. You can find info on the County and US postal mailbox rules here: <http://www.stcharlestownship.org/index.php/road/mailbox-guidelines>

## **16. Tennis Courts, Sport courts and Swimming Pools**

Both of these structures will require a special building permit from the County of Kane. They cannot be located within a front or side yard, but can be located in the rear yard area subject to setback requirements of the County of Kane zoning rules. These structures must be located in the rear yard and cannot be visible from the street unless your property is located on a corner or an angle to the roadway. Plans including landscaping and screening must be reviewed and approved by the Architectural Review Committee.

## **17. Fences and Hedgerows**

No fences or hedgerows may be erected in the front or side yards. Chain link fences are permissible for dog runs and kennels and for the Sanitary Treatment and Central Well Facilities. All tennis courts, swimming pools, dog runs and kennels must be screened from visual observation along any interior street within Silver Glen Estates. Fencing for swimming pools shall be at least fifty (50) percent open subject to the Ordinances of the County of Kane. Said plans are subject to review by the Architectural Review Committee.

## **18. Architectural Review**

The bylaws of the Silver Glen Homeowners Association require all residents and lot owners to obtain advance permission before performing any alterations to landscaping or construction activities on their property. Examples where such approval must be obtained in advance include (but are not limited to):

- Alterations to preexisting landscaping;
- Digging of land or additions of berms or gardens;
- Widening or alterations of the placement of driveways.
- All changes to the color scheme or exteriors of buildings and homes; (including re-roofing, painting home)
- Construction of ANY additions / structures;
- Additions or changes to decks, fireplaces and patios.
- Pools, Sport Courts, Tennis courts

The Board approval process can be simple and swiftly achieved for most minor projects, but must be done nevertheless in order to comply with the Bylaws that were created by your fellow residents. Others may require that the board be given landscaping or construction plans for review. The basic purpose of the bylaws is to ensure uniformity with look and décor of the neighborhood, to ensure that such structures are in conformance with proper architectural considerations, and to make sure that the shielded view from the street and from fellow neighbors is being properly addressed. If any of property changes have begun without pre-approval, we demand that all such activities be halted immediately until board approval is received.

**19. Leasing / Renting Policy** – A limited amount of homes in the association can be rented. All homeowners must strictly adhere to the association leasing policy when renting their home. You can download a copy from the website <http://sgehoa.com/> or request a copy of this policy by emailing here - [sgehoa@gmail.com](mailto:sgehoa@gmail.com)

**20. Freestanding flagpoles-** are only permitted for American Flags at a max height of 25' (twenty five feet). Freestanding flag poles need approval from the board - they must be of a high quality and wind rating to avoid breakage and noise. Flags which, in the Board's judgment, tend to incite or antagonize are not permitted. Flags on the home meeting the following criteria are pre-approved: Flags shall not exceed 4' x 8' in size. Flags must be maintained in good condition and shall not be displayed if mildewed, tattered, or faded.

**21. Miscellaneous Rules**

a) Open air laundry facilities are prohibited.

b) Exterior television and radio antenna are prohibited. The installation of satellite dishes will be subject to approval of the Architectural Review Committee

c) Above-ground swimming pools are prohibited.

d) All downspouts and sump pumps shall discharge and / or convey stormwater into storm retention / detention facilities as required by the County of Kane. In no event shall sump pumps or downspouts be discharged into the Sanitary Treatment Facilities. In the event a sump pump or downspout is found to discharge into the Sanitary Treatment Facilities, the owner of said sump pump shall immediately disconnect from said Facilities, and shall, within thirty days, pay an additional assessment equal to that year's annual assessment.

e) There will be no alteration of existing wetlands or floodplain areas.

f) Each Owner shall provide for parking of at least three (3) automobiles in garages equipped with garage doors. All automobiles owned or used by the Owners and family members other than temporary guests and visitors shall be parked in garages to the extent that the garage space is available and the garages shall not be used for storage or, otherwise, so that they become unavailable for parking cars therein. The Association shall have the authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot.

g) It is expressly prohibited to park any mobile home, trailer, motor home, semi tractor, package truck, commercial vehicles, commercial work trucks, vans, moving pods, storage trailers, camper trailer, boat, ATV, snowmobile or watercraft, of any kind. For the purpose of loading or unloading and in preparation for a trip, a motor home, recreational vehicle / boat / moving pod may be parked on the unit's driveway space for a period not to exceed forty eight (48) hours. Trailers, boats, recreational vehicles can be parked within the confines of a garage. Moving vans are permitted to be temporarily parked on the street if the flow of traffic is not obstructed. Parking on any grassed or lawn area is prohibited.

h) No owner shall repair or restore any vehicle of any kind, except within enclosed garages or workshops or for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility.

i) Lawn sprinkling on individual Lots shall be subject to conditions and restrictions imposed by the Association's Board of Directors.

## **22. Enforcement Procedures and Assessment for Rule Violations**

1. The unit owner shall be responsible for any violation of the Declaration, Bylaws or Rules by the homeowner, guests, or the occupants, including tenants of his/her home.

2. A rule violation, that by the determination of the Board affects the rights of others or their property, may result in immediate legal action.

3. The entire cost of effectuating a legal remedy to impose rule compliance, including attorney fees, shall be added to the account of the violating unit owner.

4. In accordance with the procedure outlined in Item 6 below, an assessment of up to but not exceeding Fifty & No/100 Dollars (\$50.00) per day, per occurrence MAY be levied by the Board on any owner found in violation of the Rules and Regulations.

5. In addition, all costs for extra cleaning and/or repairs stemming from the violation of the Rules and Regulations will be added to the assessment.

6. PRIOR to the imposition of an assessment for a rule violation, the following procedures will be followed: A written request to stop / remedy the violation will be served upon the homeowner specifying:

1. The violation;
2. The action required to stop the violation; and
3. A time during which the violation must cease / cured without the imposition of an assessment.

## **23. Maintenance Fees, Lien Procedures and Cost of Collection**

### **1. Collection Policy**

a) Yearly association dues of \$1,000 are billed semi annually in January and July. Water usage is billed about 10 days after the end of each calendar quarter. Your first invoice will be in the quarter after your closing date and will include the water usage for any partial period prior to the billing date (if any). If you have any questions regarding maintenance or operational issues of the water and sewer facilities, please feel free to call Town and Country (our water management company) at 847-973-9723.

All assessments, including water fees are due on the tenth (10) day of the month following the billing and are considered late if not received within 3 days of this date. A late fee of \$25 will be assessed.

b) At 30 days past due, a service fee will be charged at an annual rate of 10 percent of the unpaid balance. For vacant lots and properties without water and sewer service, the service fees will continue to accrue monthly until the balance is paid in full.

c) For properties with water and sewer service, at 60 days past due, the Board will issue a 30-day notice for the Turn-off of water to the home. This will be delivered by certified mail to the homeowner. If no remedy for the past due

amounts by 90 days past due, the water service will be turned off to the property. A \$350 hook-up fee will be charged to re-connect.

d) Any payments made by the Unit Owner shall be applied in the following order:

1. Administrative late/service fees owed to the Association
2. Collection costs, attorney's fees incurred by the Association
3. Principal amounts owed on the account for common expenses, assessments and water/sewer usage.

e) Any past due assessment may cause a lien and foreclosure to be filed against the Unit Owner.

f) Any cost, including attorney fees, recording costs, title reports and/or court costs incurred by the Association in the collection will be assessed to the delinquent owner

g) If any owner fails to perform any act that he/she is requested to perform by the Declaration, the By laws or the Rules and Regulations, the Association may, but shall not be obligated to, undertake such performance or cure such violation and shall charge and collect from said unit owner the entire cost and expense, including reasonable attorney fees, of such performing or cure incurred by the Association. Any such amount shall be deemed to be an additional assessment upon such unit owner and shall be due and payable when the payment of the assessment next following notification of such charge becomes due and payable, and the Association may obtain a lien for said amount in the same manner and to the same extent as if it were a lien for common expenses.

h) Any assessments which are not paid when due shall be delinquent. the Association or its successor may proceed in equity to foreclose the assessment lien (which foreclosure shall follow mortgage proceedings then in force and effect and selected by the Association) and / or bring an action at law against the Owners of the Lot and interest costs, penalties and reasonable attorney's fee for any such action(s) shall be added to the amount of such assessment judgment. If the assessments become three (3) months delinquent, the Owner acknowledges that the Association or its successor shall terminate water and sewerage service to structures on said Lot, provided there be a thirty (30) day written notice prior to such action. Upon completion of foreclosure proceedings, any funds collected shall first be used to pay delinquent Facilities assessments.

i) No sale or transfer shall relieve a property from the liability for any amounts owed to the Association becoming due.

## **24. PAID ASSESSMENT LETTER**

To accordance with the closing of your home we can provide a paid assessment letter as may be required. The cost for this letter / form is \$350.00

***30 days prior to the closing you must request the paid assessment letter and provide:***

1. The \$350 payment.
2. The closing date and contact / address where to send the letter
3. The new homeowner / buyer contact form

Remember any outstanding balance owed for water, association fees, fines, assessments, or other amounts due will be need to be settled before or at closing.

## **GOOD NEIGHBOR POLICY**

*The Association's Declaration and Bylaws and the Rules and Regulations define the standard of living residents may expect from our condominium environment. These documents are designed to protect the rights of each resident. However, policy and procedure cannot replace courtesy and the need to*

*communicate with each other. Before filling a complaint about a neighbor, take the time to have a personal discussion. Neighbors talking with each other can achieve quicker results in a friendlier fashion. Our documents are our foundation. Our community spirit lies within the hands of each resident.*