

**SHEPHERDS CROSSING HOMEOWNERS
ASSOCIATION**

**RULES
AND
REGULATIONS**

SHEPHERDS CROSSING HOMEOWNERS ASSOCIATION

Dear Shepherds Crossing Home Owner:

We welcome you to SHEPHERDS CROSSING, and hope you will enjoy living in the community. As with any community with a Homeowners Association, we have certain Rules and Regulations which help to protect its members and their property and promote harmony and safety, while observing the rights of all homeowners.

Attached are the Rules and Regulations of the Shepherds Crossing Homeowners Association. Please read them thoroughly as soon as possible.

The Rules and Regulations have been revised as a result of the Board's and Management's need to adequately deal with neighborhood violations and infractions, and to protect the property and rights of all our residents.

The Board of Directors and Management welcome your input and look forward to your attendance at the quarterly Board meetings.

Sincerely,

Board of Directors,
Shepherds Crossing Homeowners Association

SHEPHERDS CROSSING HOMEOWNERS ASSOCIATION

RULES AND REGULATIONS

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SCHOA Rules and Regulations

Updated: May 4, 2017

EXHIBITS

SECTION 1. APPEARANCE OF PROPERTY

A. Alterations and/or Improvements

1. No physical alterations, improvements or additions shall be made to a Dwelling, Lot or Common Property Area including, without limitation, siding, front windows, permanent outside lighting, fencing, front and side of house patios and or decks, new driveways made of different materials from existing asphalt driveway, front porch steps, sheds, pathways, paver bricks used for walkway or driveways, sidewalks or berms without the prior written consent of the Board. No Home Owner shall make any physical changes, improvements or additions to a Dwelling that would cause a violation of any setback line as set forth on the Plat.
2. Any alteration, improvement or addition to be made to a Lot must be submitted to the Board for approval prior to commencement of any alteration or improvement. A form must be filled out detailing what is to be done and submitted to the Board prior to commencement of any alteration and/or improvement. Approval will be given in 10 business days from receipt of the request by the Board of Directors. If any improvements are made without prior approval, the home owner will be required to restore the building and or Common Area(s) to the original condition and/or incur fines and fees.
3. Site inspections may or may not be required by the Board when considering alteration/improvement approvals and completions.
4. Any City of Zion Building Codes, Ordinances, and/or Permits required for any alteration, addition or improvement are the Lot owner's responsibility. Proof of compliance may or may not be required by the Board when considering requests for approval of such alterations, additions or improvements.
5. If any improvements are made without prior approval, the home owner will be required to restore the building and or Common Area(s) to the original condition and/or incur fines and fees.
6. Repairs or replacements of any existing items on a Premise\Lot do not require approval—such as garage lights, doors, existing siding, and replacement of landscaping plants, etc. New items must compliment the house style and décor.
7. Security lights can be installed without Board approval, but the fixture must be the same color as where they are to be installed and must not shine and/or be directed into another's home or LOT.
8. Landscaping lights to be used for the purpose of lighting walk ways or driveways and exterior illumination of house or landscaping items do not require board approval to install. Any installed landscape lighting must be kept in good working order and repair as set forth per the Rules and Regulations herein.

9. Restrictions: The **following restrictions apply to all alterations and/or improvements on all Lots.**
- a. No chain links are allowed for the use of fencing.
 - b. Only one flag pole per Lot is allowed. Flag pole construction cannot be made of wood. Flag pole cannot be higher than 30 feet or the highest point of the Dwelling on the Lot. Placement of a flag pole cannot touch a property line. Flag pole only applies to permanently mounted pole installed in the ground. No flag poles are allowed in the back of the Lot.
 - c. All front windows facing the main street must be windows with white bars of square design throughout the window.
 - d. Storm doors installed on front doors are required to be full glass and must compliment the house and window shutters. Installation of a storm door does not require Board approval, but must meet the requirements as set forth in the Rules and Regulations.
 - e. All roofing of homes must be of architectural design and compliment the home. Monotonous roofing design and color in construction, repair, or replacement is hereby prohibited. This applies to any new construction homes and existing homes built in the Shepherds Crossing subdivision.
 - f. Security lights must be the same color as trim where mounted, and light must only be directed toward the home owner's own Lot.
 - g. Garage light Fixtures - no more than two are allowed; one at the right front and one at the left front sides of the garage. Fixtures must compliment the home in color and design.
 - h. Permanent basketball hoops or back boards cannot be attached to any part of a home.

B. Antennas and Satellite Dishes

No antenna, radio receiver, satellite dish or similar apparatus shall be installed on a Lot; with the exception of satellite dishes that are less than eighteen (18) inches in diameter which may be installed in the rear, side yard, or the exterior of the Home, as long as the satellite dish is not visible from the front of the Lot.

C. Association Records

As required by the HOA Bylaws, the books and records of the Association are available for inspection by Lot owners, at reasonable times, at the Management office and by appointment only. Requests must be approved by the Board or its designees.

D. Assessments and Collections

1. All assessments and any special assessments or other lawful charges of the Association are due and payable on the dates set by the Board for the calendar year.
2. Any payment of less than the full amount which is due in any circumstance is subject to a Late Fee in accordance with the Fee and Fines Schedule. Any or all fees incurred will be added to the Lot owner's Common Expenses.
3. Lot owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and Bylaws. Once legal action has commenced, all legal fees and court costs will be assessed to the Lot owner, as required by the Declaration and Bylaws.
4. The annual Community Assessment shall be payable in two equal installments each year: The first installment payment shall be due on or before January 1, and the second installment payment shall be due on or before June 1. Without limiting any remedies available under the Declaration, the By-Laws, these Rules and Regulations or applicable law, if any owner shall fail to pay in full any installment payment of the annual Community Assessment, any special assessment or installment thereof and/or any other Common Expense or charge imposed by the Association within sixty (60) days of the date upon which payment becomes due, the entire balance of any and all assessments for the remainder of the then-current fiscal year of the Association shall be automatically accelerated, immediately become due and payable in full by the owner and immediately bear interest at the rate of eighteen percent (18%) per year until paid in full.

E. Common Areas

1. Storage of any kind is expressly prohibited on or in any Common Area.
2. The Lot owner is responsible for his/her conduct on his/her property and that of his/her tenants or guests. It will be the Lot owner's responsibility to understand and observe all Rules and Regulations.
3. Any damage to any Common Area caused by a Lot owner or his/her tenants or guests shall be the responsibility of said owner, and said owner shall be assessed for the cost of repairing such damage and any other actions the Board of Directors take, not limited to legal actions.

4. No Lot owner shall make any noises which may disturb the occupants of other Lots. This shall include unreasonable noise levels from TVs, radios or stereo equipment past 9:00 P.M. Sunday through Thursday, and 10:00 P.M. on Friday and Saturdays and Sundays on all major Federal Holidays. Any loud noises or sounds due to an event, gathering, or party hosted at a Lot or Premises wherein the loud noise or sound can be heard over 100 feet from the Lot's origination (address) are strictly prohibited. The Police will be called in all instances of complaint and occurrence. Any Sound Amplifier Permit issued by the City Of Zion must have the Board of Directors approval to be considered valid and allowed. Any Lot owner, occupant, or guest seeking a Sound Amplifier Permit issued by the City of Zion, and allowed by the Board of Directors, must keep noise to a level which the HOA's Rules and Regulations and City Ordinances dictate. Any Lot owner, occupants or guests in violation of this Rule will incur a fine of \$250.00 billable to the Lot owner.
5. There is **NO** fishing, boating, swimming or other recreational activities allowed on or around the retention ponds. Our HOA insurance does not cover these activities.
6. There is no trespassing in any Common Area that is so marked with signage.
7. No signs are allowed in any Common Area unless expressly authorized by the Board.
8. There is no dumping allowed on any Common Area by Lot owner/occupants and/or any contractor or service hired by the Lot owner or occupant.
9. OBSTRUCTIONS: Except as permitted under Section 9.03, there shall be no obstruction of the Community Area and nothing shall be stored in the Community Area without the written consent of the Board.

F. Garbage

1. All garbage, recycling, and lawn cutting must be placed in approved containers provided by the City of Zion, as per Municipal Code. Garbage and recycling containers are to be placed at the curb no earlier than 5:00 P.M. on the day before collection. The lids must close tightly and containers must not be overflowing.
2. All refuse containers must be removed from the front Lot area within 24 hours of garbage pickup.
3. Large items of refuse, such as boxes and furniture, may be placed outside for pickup following the same time limits. Large items for pickup must be called into Waste Management before placing item at the curb for pickup, (e.g. couches, chairs, entertainment centers, mattresses, etc.). If items are not picked up within 24 hours, they must be removed from the curb and placed in the home owner's garage.

4. Garbage recycling and lawn clipping collection containers **CANNOT** be stored in the front or sides of any Lot. **ALL** containers must be stored in the home owner's garage or behind the home on the owner's Lot. Acceptable storage is behind a fence that is either part of a built fence or a specially constructed fence that does not extend beyond the front part of the house or garage on the Lot. Any such fence must compliment the architectural view of the home. All architectural changes to the Lot or home must follow the alterations portion of the Rules and Regulations.

G. Garages

1. No exterior alterations may be made to garage doors. Nothing may be affixed to the doors, (e.g. stickers or decals).
2. All garage doors must be white and kept in good repair.

H. Landscaping

1. No bushes of any type may be planted in the Common Areas (between the street and sidewalk).
2. No planting of trees on parkways (between the street and sidewalk) without permission from the Board of Directors. Only one tree per Lot as per original landscaping plan in PUD agreement.
3. No rocks of any kind are allowed in the Lot area known as the parkway (between the street and sidewalk).

4. Lawn and Garden Maintenance Guidelines:

- a. The home owner **MUST** use some sort of weed-feed & pre-emergent weed control on the lawn twice each year. If this is not done, the lawn will be mostly weeds. If this happens, the home owner will receive a letter from the management company stating that the lawn does not meet standards. It will take significant work and funds to bring it up to an appropriate level and the home owner may risk fines. The charge to comply will be costly.
- b. Lawns should be fertilized twice per year. April and September of each calendar year is recommended.
- c. All lawn and garden areas must be kept free of weeds and maintained in a neat fashion. Weeds must be removed regularly.
- d. Use mulch or pine straw as a ground cover in garden areas to help prevent weeds and water evaporation. Mulch or straw needs to be replaced at least once a year.

- e. No Lot can have more than 35% weeds, dead grass or bare areas combined.
- f. No Lot shall have lawns greater than 8 inches in height.
- g. All areas that touch concrete/pavers must be edged twice annually.
- h. All driveways, sidewalks and porches must have grass (lawn) debris removed after each lawn mowing.
- i. No composting of lawn clippings is allowed unless in approved bins.
- j. No accumulation of lawn clippings and weeds are allowed.
- k. No weeds/grass is allowed in any area where pavers, bricks, sidewalks and driveways are erected.
- l. Trees must be kept pruned throughout the year.

I. Seasonal Decorations

- 1. Seasonal decorations shall not be installed any earlier than one (1) month or thirty (30) days before and must be removed no later than one (1) month or thirty (30) days after the date of the holiday.
- 2. All December holiday decorations (lights, ornaments etc.) must be taken down in a timely manner, or by April 1st of each following calendar year.
- 3. Any damage caused by the hanging of decorations shall be repaired by the Lot owner, or the cost of repair will be charged to the Lot owner by the Association.
- 4. Christmas trees cannot be thrown in the pond or placed in Common Areas. They are to be placed at the curb for garbage day pickup. If not picked up, Regulations for refuse disposal must be followed.

J. Security

If any suspicious activities are observed, notify the police immediately. Make note of any license numbers you observe and report it to the Zion Police Department.

K. Signs and Advertisements

- 1. No signs of any kind shall be displayed for public view on any Lot, with the following exceptions:

- a. One (1) sign of not more than five (5) square feet advertising the property for sale. "For Rent" or similar commercial signs shall not be allowed under any circumstances; or
 - b. One (1) sign of not more than five (5) square feet used by the builder to advertise the property during construction and sales period; and
 - c. One (1) sign of not more than (1) square feet indicating the presence of a home security system; and
 - d. Temporary signs of not more than five (5) square feet advertising a noncommercial political message for a political candidate, party, or position. Such temporary signs may remain in place no longer than thirty (30) days.
 - e. Notwithstanding anything to the contrary in this Declaration, the Association through its Officers is specifically authorized to enter upon any Lot to exercise self-help in the removal of any sign which violates these restrictions. This self-help provision is in addition to, and not in lieu of, any right of the Association to impose penalties for violations for this reason.
 - f. Only one (1) "For Sale" sign no larger than twenty-four inches (24") high and thirty inches (30") wide or one (1) reasonably sized sign will be allowed.
 - g. Upon written application from any Lot owner, the Association may allow, but is not required to allow, signs not otherwise in conformity with this section.
2. **INDUSTRY SIGNS:** No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Community Area, nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part of the Community Area, except as permitted by the Board, or as permitted under Article Nine.
3. No signs of any kind are allowed on Common Areas or parkways.

L. Lot Specific Rules and Regulations and Restrictions

- 1. No air conditioners (window mounted) are allowed in any front window(s) facing the main street.
- 2. All asphalt driveways must be blackened (sealed) every two years.
- 3. No storage of any type of grills is allowed on the driveway, front of the Lot or sides of the house structure. Grills can be used, but then are required to be stored in areas in accordance with this rule.

4. All trim on the house must be white and be in good condition—this includes painted surfaces and metal flashing.
5. All window shutters must be properly maintained and not appear faded or have flaking painting.
6. All garage doors must be white.
7. All rain gutters and associated parts must be white and kept in good working order.
8. All repairs on a Lot must be done in a timely manner. No repair should exceed 3 months (i.e. turf, siding etc.).
9. Any and all areas of a Lot must be maintained for appeal and functionality. Any and all repairs needed must be completed and taken care of by the home owner, in a timely manner.
10. Remove snow markers on Lot and Common Areas associated with a Lot by March 15th of each new calendar year.
11. NO NUISANCE: No noxious or offensive activity shall be carried on in the Premises nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to other owners or residents.
12. RESIDENTIAL USE ONLY: Each home shall be used only as a residence; provided that no owner shall be precluded, with respect to his Home, from (i) maintaining a personal library, (ii) keeping his personal business record or accounts therein or (iii) handling his personal business or professional calls or correspondence.
13. UNSIGHTLY USES: No clothes, sheets, laundry of any kind or other articles shall be hung out on any portion of the Lot or the Community Areas. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board.

SECTION 2. PETS

1. No animals of any kind shall be raised, bred or kept on the Property, except for types, breeds or varieties commonly kept as domesticated household pets to the extent permitted by the Declaration, the By-Laws and these Rules.
2. Pets shall not be kept, bred or maintained on the Property for any commercial purpose.
3. The keeping or presence of any vicious pet on the Property shall be prohibited. If, in the sole discretion of the Board, a pet demonstrates aggressive behavior or a propensity for viciousness, or if an owner or other resident displays an inability to maintain sufficient control over his or her pet, or if a pet injures a person, whether by biting, nipping, scratching, jumping, knocking the person down or otherwise, the Association may, in the sole discretion of the Board, require that the pet be permanently removed from the Property, and the Board's decision shall be final.
4. Pets shall not, in the judgment of the Board, constitute a nuisance to owners or residents. A pet may be deemed to constitute a nuisance when, without limitation, the pet repeatedly engages in excessive barking and/or causes other unreasonable noise disturbances, the pet repeatedly runs loose on the community area, on other property owned by the Association and/or on lots occupied by other residents, multiple residents make complaints to the Association regarding the conduct of the pet and the complaints are deemed credible by the Board, and/or residents reasonably deem it necessary to contact the police and/or other governmental authorities in connection with the conduct of the pet. If any pet is deemed by the Board, in its sole discretion, as constituting a nuisance, the Association may, in the sole discretion of the Board, require that the pet be permanently removed from the Property, and the Board's decision shall be final.
5. All pets must be kept in a carrier or led on a leash which is no longer than six (6) feet under a resident's complete control and supervision when being led to and from a resident's lot.
6. All pets must be kept in a carrier or led on a leash which is no longer than six (6) feet under a resident's complete control and supervision while on a resident's lot. Alternatively, a resident may allow the resident's pets to freely roam on his or her lot without a leash, provided that the pets at all times are kept within a back yard area located wholly on the resident's lot which is surrounded by a fence or an invisible fence which securely confines the pet to the area. The Association shall have the right, in the Board's sole discretion, to require that an owner provide adequate proof that a fence or invisible fence is sufficient for compliance with this provision and in proper working order and/or to require that the owner post one or more signs providing notice of an

invisible fence. Determinations regarding whether a fence or invisible fence is in compliance with this provision shall be made by the Association, in the Board's sole discretion.

7. No pets shall be secured to any portion of the community area or other property owned by the Association by chain, rope, leash or any other method, or left unattended on said areas for any period of time.
8. No pets shall be secured to any portion of a home facing the front yard of an owner's lot and left unattended for any period of time, whether by chain, rope, leash or any other method.
9. Owners and residents shall be responsible for keeping all dog runs, cages and similar items or areas located on their lots in good repair and in a neat and orderly condition acceptable to the Association.
10. Residents and other persons attending to pets shall at all times be responsible for cleaning up after their pets and shall immediately remove and properly dispose of in a clean and sanitary manner all waste attributable to their pets. The foregoing requirement shall, without limitation, apply to pet waste located on an owner's lot.
11. All pets shall be properly licensed and have proper vaccinations. The Association shall have the right, but no affirmative obligation, to require adequate proof of all required licenses and vaccinations.
12. Each owner shall assume full responsibility for personal injury and property damage caused by his or her pets, by pets brought to the Property by an owner's tenants and occupants, and by pets brought to the Property by guests, invitees, licensees and family members of owners, tenants and occupants.
13. Any owner or resident found to be in violation of these Rules concerning pets shall be subject to any and all remedies available to the Association including, without limitation, a daily fine until such violation is cured. The Association reserves the right, but shall assume no affirmative obligation, to report any violations regarding pets to animal control or other appropriate governmental authorities.

SECTION 3. VEHICLE REGULATIONS

Shepherds Crossing Homeowners Association (“Association”) exists pursuant to the Declaration for Shepherds Crossing Homeowners Association, as amended from time to time (“Declaration”). The Association is responsible for the administration and operation of real property encompassed by the Declaration (“Property”). The Association’s Board of Directors (“Board”) is authorized to adopt and enforce Rules and Regulations pursuant to the Declaration and the Bylaws of Shepherds Crossing Homeowners Association (“Bylaws”). The Board hereby adopts the following Amendment to Rules and Regulations (“Amendment”). This Amendment shall be binding upon all owners and their grantees, tenants, occupants, successors, heirs and assigns who currently or in the future may possess an interest in the Property. This Amendment dated December 2, 2014 supersedes any previously adopted rules and regulations addressing the same subject matter.

A. General Rules

1. Vehicles may not be parked in driveways to obstruct the use of the public sidewalks. All vehicles shall be parked in driveways or at curbs - not on the sidewalks. Vehicles blocking sidewalks are subject to enforcement by the City of Zion.
2. Parking within ten feet (10’) of any fire hydrant is prohibited at all times. Vehicles in violation are subject to enforcement by the City of Zion.
3. Parking within 10 feet (10’) and across blocking pedestrian access of a crosswalk is prohibited. Vehicles in violation are subject to enforcement by the City of Zion.
4. Parking in front and/or blocking access to the Shepherds Crossing HOA subdivision CBU mailboxes is not permitted. Vehicles parked or blocking access to these CBU mailboxes are subject to the Shepherds Crossing HOA Rules and Regulations and enforcement by the City of Zion.
5. All vehicles must be operated in a manner as to assure safety of pedestrians. Speed in excess of the posted speed limit is prohibited. Vehicles in violation are subject to enforcement by the City of Zion.
6. No vehicles are allowed to be parked on the streets between the hours of 2:00 A.M. and 6:00 A.M. This is a year round City of Zion ordinance and is enforced by the City of Zion.
7. Only licensed vehicles are to be operated within the subdivision. Dirt bikes, go karts, mini bikes, ATV’s and snow mobiles are not to be operated on the sidewalks, Common Areas or streets within the subdivision. The operation of these vehicles will be subject to enforcement by the City of Zion Police Department
8. Parking is NOT allowed on any part of the Lot of any unoccupied or vacant home.

B. Driveway and Lot Restrictions

1. Unless otherwise specifically permitted by the Board, or pursuant to Rules and Regulations adopted by the Board, the driveway on a Lot may only be used to park operable vehicles such as commercial vehicles, recreational vehicles, snowmobiles, motorcycle or other similar vehicles for no more than 24 hours at a time.
2. Lot Restrictions:
 - a. Parking and Storage: No commercial vehicle, recreational vehicle, snowmobile, motorcycle, or other motorized vehicle and no boat, trailer, hitch or other similar personal property shall at any time be parked or stored on any portion of a Lot other than the driveway or the garage located on the Lot.
 - b. No repairs or maintenance shall be performed on any vehicle, trailer or other motorized item (recreational, models, motorcycles, boats, go karts, scooters, etc.) on the Premises.
3. Driveway Restrictions:
 - a. Minor and emergency repairs may be performed on the driveway of a lot.
 - i. No repair or maintenance shall take longer than 24 hours.
 - ii. Minor or emergency repairs are limited to flat tires, brakes, etc.
 - iii. No repairs of any type are allowed at any time on a Commercial Vehicle on a driveway or Lot.
 - iv. Only one vehicle or similar item can be repaired at a time.
 - v. Only the front or the back of the vehicle or one tire well of the vehicle may be lifted or jacked up at a time for the minor or emergency repair.
 - vi. No milk cartons, cinder blocks, bricks, pavers or wood logs are allowed to support any weight of any repair of a vehicle on a driveway. Wood can be used behind tires for safety purposes.
 - vii. No repair is allowed on the driveway on a motorized vehicle or similar item that requires the item being repaired to be suspended entirely off the driveway (all four wheels removed, etc.)
 - viii. Any other repairs, unless listed in the rules and regulations, must be completed solely within the garage on a Premises (Lot) on any type of vehicle.
 - b. Parking
 - i. No commercial vehicle, recreational vehicle, snowmobile, motorcycle, boat, trailer, hitch or other motorized vehicles or similar personal property shall be parked or stored at any time on the driveway.
 - ii. For purposes of these rules, and at the discretion of the Board, commercial vehicles include but are not limited to, those vehicles which exceed 12,000 lbs. in weight, vehicles which bear a Class E or higher license plate and vehicles which are used for transporting industrial materials/tools or used

for scavenging (i.e. those vehicles which will transport scrap metal or inoperable/unwanted items discarded by others).

- iii. With respect to boats and trailers, and unless otherwise specifically permitted by the Board to park for a lengthier period of time, boats and trailers may be parked on the driveway on a Lot for a period of time not to exceed 2 weeks (14 days).
- iv. No Parking of any vehicle, motorcycle, boat, trailer, or similar item is allowed on any surface (pavers, grass, sidewalk, Lot) other than the driveway. A driveway is considered a surface built or installed with a permit and approved by the City of Zion Building Department. Most driveway surfaces are asphalt.

C. Enforcement

- 1. Any vehicle, bike, motorcycle or motorized vehicle parked in Common Areas and/or in unauthorized driveways will be subject to towing enforcement procedures by the Shepherds Crossing Homeowners Association or by its authorized agent set forth herein, including but not limited to, legal action, fines, towing, etc. All costs and expenses will be the responsibility of the vehicle's registered owner and/or Lot owner. All home owners and/or occupants of each Lot (property) are responsible for their guests.
- 2. Written request for temporary relief to this policy must be submitted for consideration to the Shepherds Crossing Homeowners Association Board of Directors or its agent. The written request must include vehicle make, model, color, home owner's address, location, and license(s) of the vehicle(s). All approved variances are only valid for 48 hours. No approved variances will exceed the period of one week. Upon expiration of any approved variance, all vehicles will be subject to the towing enforcement procedures.

SECTION 4. LOT OWNERSHIP REQUIREMENTS/LIMITATIONS

A. RESALE

1. The Association will charge any and all fees required for any transfer of a Lot for any purpose. These fees are set forth in the fee schedule and can be changed by the Board of Directors from time to time. All fees are the home owner's responsibility.
2. The Association shall provide any Lot owner, upon ten (10) days notice to the Board or its agent, a statement of account setting forth the amount of any unpaid assessments and other charges due and owing from such owner. The Association may charge a fee as per the Fee Schedule. This amount may be changed from time to time by the Board.

B. LOT OWNERSHIP LIMITATION

1. The concurrent ownership or co-ownership of more than four (4) lots on the Property by the same natural person, corporation, partnership, limited liability company, trust or other legal entity, or by the owner's agents, assigns, heirs or nominees, shall be prohibited without the express prior written consent of the Board. The foregoing limitation shall not apply to lots upon which homes have yet to be constructed or portions of the Property owned by the Association.

SECTION 5. LEASING OF LOTS

A. General

There are several important items that every investor-owner should consider in leasing his Lot. These items not only help insure the success of the owner-tenant relationship, but also contribute to the successful operation of the Association to which the investor-owner is a member.

ALL OWNERS MUST:

1. Give prior notice to the Board and/or the management of intention to lease, whereupon the Board shall provide the Lot owner a lease rider which shall be added to the lease and shall be signed by all parties executing the lease. Thereafter, the Lot owner shall deliver a copy of the signed lease and lease rider to the Board or managing agent within ten days after it is executed and prior to occupancy.
2. Notify the Association's Board of Directors or managing agent of all current occupants of the Lot, including children. This notification should not only include the names of each occupant but the phone number of the Lot, the number of vehicles used by the occupants, the number and type of any pets (if permitted) and so on.
3. All leases must be in writing and for a period of not less than one year. All leases must be in conformance with, and make specific reference to, the legal documents of the Association. The Property owner is ultimately responsible for his/her tenants to abide by all provisions and restrictions imposed by the Association's legal documents, whether he/she resides on the Lot or not. If a tenant violates the documents or rules and regulations, the owner shall also be held responsible.
4. All tenants must be given a copy of the legal documents and any rules or regulations that have been adopted by the Association's Board of Directors. Tenants should be informed that this information is being provided to them because they are a part of the Association by virtue of their residency and are obligated to obey the provisions of the documents.
5. The Lot owner is absolutely obligated to pay all of the Association fees; since they are a covenant running with the land, all special assessments of the Association; increase in taxes, move-in charges; maintenance costs; or any special fees or charges imposed by the Association.
6. All leases must include provisions for the tenant obeying the Bylaws, Declaration and Rules and Regulations of the HOA, including the payment of any fines for rule violations, written legal termination procedure, penalties for late rent payment, method and location of rent payment, security deposit return and deduction procedure, with a written

acknowledgment by the tenant that he has received and accepts all of the conditions.

7. Any violations of the Declaration, Bylaws or these Rules and Regulations may result in a flat or daily fine or in more serious situations, eviction proceedings. All fines, costs and legal fees will be charged to the Lot owner and/or occupants.

B. LEASING PROHIBITIONS:

LEASING OF LOTS

The following provisions shall apply with respect to all of the lots on the Property.

1. Unless otherwise provided in the Declaration, the By-Laws or these Rules, no owner may enter into any lease, sublease or other tenancy arrangement for any lot or structure upon any lot. Leasing, subleasing or other tenancy arrangements are, as of the effective date of these Rules and hereinafter, prohibited in their entirety unless otherwise provided in the Declaration, the By-Laws or these Rules. For the purposes of these Rules, any occupancy combination in which at least one (1) owner does not reside on the lot shall be conclusively presumed a tenancy.
2. A lot which is subject to a written lease in effect and permitted by the Association as of the effective date of these Rules shall be permitted to continue to be leased until such time as title to or the beneficial interest in the lot is transferred in any manner from the current owner (including, without limitation, by sale, assignment, gift or devise). Upon such a transfer of title to or a beneficial interest in the lot, the new owner shall be subject to the general prohibition upon leasing established in these Rules. True and accurate signed copies of all leases in effect as of the effective date of these Rules must be submitted to the Association within sixty (60) days after the effective date of these Rules. Failure to submit a copy of a lease as required herein may in the Board's sole discretion cause an owner to forfeit the opportunity to continue to lease his or her lot pursuant to this Paragraph 2.
3. The restrictions upon leasing contained in these Rules may be waived as to a lot, subject to the maximums set forth herein, by the Board upon a showing by the party requesting such waiver that applying such waiver to his or her particular facts and circumstances represents an undue economic hardship. Any owner applying for an exemption from the leasing prohibition shall make written application to the Board not less than sixty (60) days prior to the date upon which the owner intends to lease or offer for lease the residence. The application shall set forth such facts as the owner feels demonstrate the hardship which would result if the application were not approved. Exemptions, once approved, shall be effective for a period of twelve (12) months from the date of issuance. In reviewing exemption requests, the Board may apply any standard of review as it deems appropriate. In the event an owner receives an exemption from the leasing prohibition, said owner shall, not less than seven (7) days prior to the date upon which a proposed lease is to take effect, provide the Board with a copy of a written lease made with the tenants of the residence, together with tenant contact information.
4. At no time may the total number of hardship exemptions made pursuant to the foregoing Paragraph 3 exceed ten (10).

5. Notwithstanding anything in the Declaration or these Rules to the contrary, violation of these Rules restricting leasing shall carry a fine of one hundred dollars (\$100.00) per day for each day a residence is occupied by anyone other than an owner in violation of these Rules. In addition to, and not in lieu of, the foregoing, the Association shall have the right to enforce this prohibition by any proceeding at law or in equity, and may pursue any or all remedies set forth in the Declaration, the By-Laws and/or these Rules.

6. In the event of any legal contest or challenge to the provisions of these Rules restricting leasing, the party raising the contest or challenge shall pay all costs and expenses relating to the contest or challenge, including those attorneys' fees and costs of the Association and the Board, regardless of the outcome of such contest.

7. Notwithstanding anything to the contrary contained in these Rules, neither lots owned by the Association nor leases entered into by the Association pursuant to the forcible entry and detainer provisions of the Illinois Code of Civil Procedure and/or other applicable law shall be subject to the leasing restrictions contained herein.

SECTION 6. ENFORCEMENT OF RULES

- A. The person charged with the violation will be given written notice of the complaint, informing him of the violation and a time frame to come in compliance of the violation. Alternatively, at the discretion of the Board, the person charged with a violation will be notified that a fine has been assessed against him/her according to the most current Fines and Fees Schedule. The Board has authority to assess daily fines for continuing violations.
- B. All fines are collectible in the same manner as unpaid common expenses/assessments. **The Lot owner must rectify the violation within the prescribed time. Another inspection will be conducted upon time expiration given.**
- C. Fines of violations will be set per the Fines and Fees Schedule and/or Board directive.
- D. In the event of any violation of the Rules and Regulations, Declaration or Bylaws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the offending Owner at the time they are incurred.

IT IS THE RESPONSIBILITY OF ALL LOT OWNERS AND RENTAL OCCUPANTS TO KNOW ALL THE RULES AND REGULATIONS OF THE ASSOCIATION. FURTHER, IT IS THE RESPONSIBILITY OF ALL HOME OWNERS AND RENTAL OCCUPANTS TO APPRISE ALL GUESTS OF PERTINENT RULES WHEN ON THE PREMISES.

SECTION 7. NO SOLICITING

It is hereby stated and adopted to enforce a “NO SOLICITING”, “NO CANVASSING” and “NO PEDDLING” ALLOWED zone throughout the Shepherds Crossing subdivision. Postings via signage are in place at the entrances to the subdivision stating such activities are prohibited as required by the City of Zion Municipal Code. No outside entity or Lot owner is allowed to engage in these activities anywhere within the subdivision, on any Lot, or on any Common Area in the Shepherds Crossing subdivision. Any violators will be reported to the Police Department/local authorities and/or fined in accordance with City Municipal Code and the Homeowners Association Rules and Regulations. All Lot Owners are requested to inform the Police and the HOA’s Board of Directors or authorized agents of each of any occurrence.

SECTION 8. VACANT AND ABANDONED HOMES

- A. If the Association, in the Board's sole discretion, deems a home located on a residential lot to be vacant and abandoned, the Association and its directors, officers, contractors, agents and employees shall have the authority, but no affirmative obligation whatsoever, to undertake certain maintenance and repair actions as provided herein. The purpose of this provision is to clarify the nature and scope of the Association's authority to take reasonable and prudent action when vacant residential lots may constitute a danger, blight or nuisance to surrounding residential lots and residents and guests of the Property.
- B. In the event a home is deemed vacant and abandoned and the owner of the residential lot upon which the home is located has failed to effect any maintenance, repair or replacement of his or her residential lot or the landscaping, home or other improvements constructed thereon which are his or her responsibility, or has not maintained the residential lot, home, landscaping and/or other improvements in a neat, clean, sanitary and safe condition so as to maintain reasonable standards of health, fire safety and appearance on the Property, the Association may (but shall not be required to) effect such maintenance, repairs and replacements. Such maintenance, repairs and replacements may include, without limitation, mowing lawns, removing weeds, repairing or boarding broken windows or doors, securing utility lines, repairing water leaks, repairing driveways, repairing fences, repairing lighting, electrical or plumbing fixtures, removing debris, and removal/clean-up of graffiti or vandalized property.
- C. The Association shall be entitled to reimbursement in full from the owner for its costs of every kind incurred in connection with the foregoing activities, including, without limitation, legal fees and costs. In such event, the expenditures incurred by the Association shall become the personal obligation of the owner and a continuing lien on his or her residential lot, recoverable with costs and attorneys' fees in the same manner and to the same extent as any regular or special (separate) assessment.
- D. The Association and its directors, officers, contractors, agents and employees, including, without limitation, the Association's management firm (if any) and its employees, shall at all times have rights of ingress and egress over, on, and across all portions of the residential lots in furtherance of the Association's rights, duties and obligations hereunder and shall not be deemed guilty of trespass in connection therewith.
- E. In making a determination as to whether a home is vacant and abandoned, the Board may consider any and all information it in its sole discretion deems relevant and appropriate under the particular circumstances, including, without limitation, attempts to contact the owner and/or residents by mail, by e-mail, by telephone, in person, or by any other means, whether mail sent to the home is returned, observations and statements made by neighboring residents or other parties, the physical condition of the residential lot and

home, whether a mortgage foreclosure case pertaining to the residential lot is pending, whether the property taxes for the residential lot are delinquent, whether the assessments and/or other common expenses payable to the Association are delinquent, whether there are existing building code and/or zoning ordinance violations, and whether the utilities serving the residential lot have been terminated.

SECTION 9. FINES AND FEES SCHEDULE

Violation Fees:

First Warning	N/A
Second Warning	N/A
Per Violation	\$100.00 per occurrence/violation
Dumping	\$500.00 per occurrence/violation
Towing	Owner's expense or violation fine of \$100.00
Clearing Site/removing Trash	\$250.00
Lawn cutting	\$75.00 per occurrence, plus cost of mowing lawn
Noise Violation	\$250.00 per occurrence

Any and all violations not fixed/repaired on a Lot, and have been fined, and have exceeded the time limit to cure the violation, will incur increased fines of \$100.00 per week.

Any and all self-help actions taken by the Board of Directors to have a Lot comply with the Rules and Regulations of the Association will be billed to the Lot's address, as per the Declaration and Bylaws. The Board can set fines or take actions, on a case by case basis, as needed. Further, the Board of Directors, or its designated Officer, or assigned Agent can authorize actions or assign fees as needed.

Administrative Fees:

Sale Processing/Transfer/Move In/Move Out Fee	\$300.00 per occurrence
Any legal and/or administrative fees incurred	will be added to the Lot Owner's account
Agent	Stipulated by fees incurred and be billed to Account
Late Payment of Association Dues	\$30.00 per installment payment (assessed 30 days after any payment due date)
Past Due Balance Interest Rate	Any charge and account which is delinquent for (30) thirty days or more shall bear interest at a rate of eighteen percent (18%) annually. Interest will be assessed on a monthly basis. Interest rate will be accelerated on any account for the purposes of any account administration, collection, and/or transfer actions.
Insufficient funds/Returned payment fee	\$35 per occurrence.

These fees and fines can be changed/deleted/added to at any time by the Shepherds Crossing Board of Directors. All Lot Owners and/or Tenants are subject to all Rules, Regulations, Declarations and Bylaws of the Association.

SECTION 10. ADMINISTRATIVE

SAFETY AND SECURITY

2. The Association has the right, but no affirmative obligation, to undertake measures enhancing the safety and security of the Property. Each owner and resident is individually responsible for his or her own personal safety and security and is encouraged to contact law enforcement authorities in connection with any criminal activity observed on the Property. The Association is not a provider of security services and has no duty to provide security services to any party. Under no circumstances shall the Association, the Board or employees or agents of the Association be liable to any owner, resident, guest, family member, invitee, licensee or contractor who resides at or visits the Property, or any other party, as a result of the criminal acts of any party. Without limiting the foregoing, the Association, the Board and employees and agents of the Association shall have no liability whatsoever to any party for failure to investigate, research, monitor, document, disclose, report or otherwise act upon the presence of criminal activities on the Property.
3. No “neighborhood watch,” “community watch” or similar program or activities shall be formed, organized or carried out by, deemed to be approved, sanctioned or endorsed by, or otherwise deemed to be the responsibility of the Association. The purpose of the BOD meetings is to conduct Homeowners Association business. Board meetings are open to all Lot owners. The time for Board meetings is determined by action of the Board from time to time, and appropriate notice will be provided to all Lot owners. Meetings shall be held minimally on the First Monday of each Quarter. The Board President or Meeting Leader shall conduct the meeting.

Rules and Regulations for Garage Sales within Shepherds Crossing Homeowners Association
Approved by the Board on April 1, 2017
Notification sent to homeowners on May 4, 2017

SECTION 11. GARAGE / LOT / ESTATE / YARD SALES

To maintain the highest level of community appearance, Shepherds Crossing Homeowners Association (“Association”) is implementing the following rules and regulations effective May 15, 2017 with respect to garage sales being held within the Association:

- No garage, patio, porch or lawn sale shall be held on any Association common area;
- Homeowners may conduct sales on their property up to three times per calendar year;
- Homeowners must notify the Board no later than 48 hours prior to the first day of the planned sale;
- Homeowners are forbidden from selling items that have been acquired for resale purposes and are only allowed to sell his/her own furniture and personal property;
- Homeowners may conduct sales only on Friday, Saturday and Sundays for up to 3 consecutive days (subject to the limitation of up to three times per calendar year) between the hours of 8 a.m. and 5 p.m.;
- Homeowners may petition the Board for approval of additional sales and/or deviation from the above-terms but the discretion with which to approve said requests lies solely with the Board. These approved sales will be charged a \$100-dollar deposit for use of the signs and will be refunded upon return of all signs.
- Homeowners must also comply with any city of Zion regulations for such sales;
- Any signs not in compliance with said rules and regulations will be taken down by the Association.
- All signs for the sales held as permitted above must be of “sandwich variety or A frame” (no posts which are driven into the ground). The Association will allow each Homeowner to display four (4) signs, which will be provided by the Association upon request. The signs will depict the location of the sale and/or direction (depicted by arrows) on the signs. Said signs shall be placed only in those areas designated by the Board of Directors.
 - Designated locations for signs shall be as follows:
 - Two (2) of the signs provided by the Association can only be erected near each entrance to the subdivision. One sign is allowed on the South side of the entrance of Kenosha Road within 20 feet and one sign is allowed by the monument sign on the South-East entrance of Sarah Drive (Lydia entrance). Each sign can be used with the general slogan on them or can be customized with the address/location of the yard sale by providing their own placard etc. These signs are to be reused and also contain a professional look so no taping over with the make shift signs etc. is allowed.

- The remaining two (2) signs can be used to direct traffic to the location/address, but must be identical and can be placed in the common area or parkways directing and identifying said sale.
 - Multiple sales on same days are allowed two additional signs which direct traffic to the location/address but must be identical per said rules and regulations.
- All signs must be removed by the last day of the sale and returned to the Association. All signs which are either not returned or returned with damage, will result in a fine being assessed to the Lot Owner's account. Representatives of Shepherds Crossing Homeowners Association will remove any signs found not meeting the above criteria.
- Homeowners may erect a tent on their property but said tent cannot be located on any common area or on the neighboring owners' property.