

## RULES AND REGULATIONS FOR ENFORCEMENT OF ARCHITECTURAL STANDARDS AND MAINTENANCE OF PROPERTY

1. For purposes of these rules, homeowners are encouraged to familiarize themselves with the Declaration of Covenants, Restrictions and Conditions (“Covenants”), particularly with Articles 2 (use restrictions), 3 (property rights and easements), and 6 (architectural control).

The Covenants, and these Rules and Regulations for Enforcement of Architectural Standards and Maintenance of Property, are enforceable against all members of the Talcott Glen Homeowners Association (“the Association”), consisting of the registered owners of the 50 lots comprising Talcott Glen. In these Rules and Regulations, “homeowner” and “property owner” mean a member of the Association. “Occupant” means a person or persons occupying a unit in Talcott Glen who is not the registered owner, and therefore not a member of the Association. Occupants who undertake exterior modifications of the property they occupy are accountable to both the homeowner and the Association for any modifications they may make in violation of the Covenants. Liability for violation of the Covenants on property occupied other than by the homeowner is joint and several between the homeowner and the occupant. Throughout these Rules, references to “homeowner” or “property owner” should be understood to include occupants, as appropriate.

2. The Talcott Glen Homeowners Association Board of Directors (“the Board”) is responsible for enforcement of the Covenants. The Board has assigned initial responsibility for making the determination whether a violation of the Covenants is occurring, or has occurred, to an Architectural Control Committee (“the Committee”). However, any homeowner is authorized by the Covenants (Article 7, sec. 7.03) to initiate legal proceedings to enforce the Covenants.

a. Homeowners are encouraged to bring violations of the Covenants to the attention of the offending homeowner, and to pursue informal, amicable resolution of such problems before notifying the Board or initiating legal proceedings.

b. Homeowners who wish to bring violations of the Covenants to the attention of the Board should expect that in the typical case, the Board's initial response will be to have a member or members of the Committee investigate, and if appropriate, to contact the offending homeowner informally. The complaining homeowner must not expect to remain anonymous. Almost invariably, the offending homeowner will ask who complained, and the Board will not prosecute anonymous complaints. Experience has shown that prosecuting anonymous complaints fosters far more ill will in the neighborhood than conducting business in the open as reasonable people.

c. If it becomes necessary to initiate formal proceedings, the Committee will require a written statement to the Chair from the complaining homeowner describing the alleged violations of the Covenants. The Chair of the Committee is identified on the Association website ([www.talcottglen.org](http://www.talcottglen.org)), or via reference from a Committee or Board member.

3. Any homeowner who violates, circumvents, or attempts to violate or circumvent the Covenants will be considered in violation of the Covenants. If, in its discretion, the Committee elects to take formal action on violations, the following measures will be taken:

a. Written notification will be sent to the homeowner, property owner, and/or occupant that a violation has occurred. The notice will identify the provision of the Covenants violated, request cessation of all unapproved work, and identify appropriate corrective measures to be taken.

b. An initial one-time monetary fine, not to exceed \$100, may be imposed, based on the severity of the violation.

c. If, after a reasonable time, as deemed appropriate by the Committee and set forth in the notice of violation, the homeowner fails to take corrective action, then an additional per diem fine, not to exceed \$100 per day for each day that the violation persists, may be imposed.

4. A property owner who receives a notice of violation may request to meet with the Committee for the purpose of presenting extenuating circumstances or information demonstrating that no violation of any Covenant or Restriction has occurred. Such appeal must be made in writing,

addressed to the Chair of the Committee, and received no later than seven days from the date of the notice of violation. Failure to appeal within the time prescribed shall constitute waiver of the right of appeal. If an appeal is taken, the members of the Committee and the homeowner will cooperate in good faith to set a mutually convenient time to meet. A majority of the members of the Committee shall constitute a quorum to decide the appeal.

a. Once an appeal is initiated, no fine will be imposed, and any per diem fine will be held in abeyance until the appeal is resolved. However, if the homeowner continues any unfinished work on the matter alleged to be in violation of the Covenants, initial and per diem fines can be imposed and will not be abated, regardless of the outcome of the appeal.

b. If the Committee upholds its initial determination that a violation of the Covenants has occurred, the homeowner will be notified in writing, stating the reasons for the Committee's findings.

5. If, on appeal, the Committee upholds its initial determination that a violation of the Covenants has occurred, the homeowner may appeal that decision to the Board. Such appeal must be made in writing to the Secretary of the Board as identified on the Association website ([www.talcottglen.org](http://www.talcottglen.org)) or via reference from a Committee or Board member. The appeal must be received by the Secretary within seven days of the date of the written findings of the Committee, and failure to appeal within this time shall constitute a waiver of the right of appeal. The appeal will be heard at the next scheduled meeting of the Board. A timely appeal to the Board constitutes a continuation of the appeal to the Committee, and parts (a) and (b) of paragraph 4 apply.

6. All homeowners are presumed to know the restrictions imposed by the Covenants. Accordingly, Article 6, sec. 6.02 of the Covenants notwithstanding, prior approval from the Committee, or the Board, for exterior alterations, landscaping, *etc.*, is not required, except as provided in paragraph 7 below. However, any homeowner undertaking projects which may violate the Covenants does so at his or her own risk, and if the project is deemed to violate the Covenants, the homeowner shall bear the expense of corrective measures, to include reimbursement to the Association of reasonable costs and attorney's fees incurred by the Association in enforcing the Covenants.

a. Any homeowner may seek an opinion from the Committee regarding compliance with the Covenants, before beginning a project, by submitting to the Chair of the Committee, in writing, a detailed description of the proposed project. Following review by the Committee, and by the Board if the Committee deems it advisable, a written advisory opinion will be sent to the homeowner.

7. A drainage system has been installed in Talcott Glen, consisting of a series of catch basins, dry wells, manholes, and underground drain pipe, and it is the responsibility of the Association to maintain this system. This system is interconnected with the storm sewer system maintained by the City of Crystal Lake. The catch basins, dry wells, manholes, and underground drain pipe for which the Association is responsible are located on and under various lots in Talcott Glen. The Covenants provide that the Association has an easement, for access to these structures, for inspection and maintenance purposes (Article 3, Sec. 3.02, 3.05). The Covenants also grant power to the Association to make rules and regulations deemed necessary and advisable in furtherance of its obligations.

The primary threats to the optimal functioning of the storm drain system are the accumulation of silt and debris in the storm drain structures, and landscaping or other improvements in proximity to the structures which may damage them or prevent access for maintenance purposes. Cleaning the structures, and repairing or replacing damaged structures, in order to ensure optimal functioning and prevent flooding, are extremely expensive procedures. Therefore:

a. It is the responsibility of homeowners on whose lots these structures exist to maintain healthy vegetation (*e.g.*, grass or groundcover) within 10 feet of these structures, to prevent silt and debris from entering the structures. Under no circumstances should debris or refuse of any kind be deliberately deposited in these structures.

b. No landscaping, fencing, sheds, gardens, pools, or other improvements of any kind shall be permitted within 10 feet of any catch basin, dry well, manhole, or underground drain pipe located on a lot without prior approval of the Committee. Landscaping within 10 feet of drain pipes will be routinely authorized as long as the plantings are not of a kind likely

to develop root systems that may grow down to level of the drain pipes and damage or destroy them. Landscaping within 10 feet of any structure (catch basin, dry well or manhole) is strongly discouraged, and will not be routinely authorized, due to the likelihood of debris from such landscaping accumulating in and clogging the structures, and because such landscaping may hinder access to the structures for maintenance. If removal of landscaping or any other structure or improvement is necessary to gain access to the structures for maintenance, such removal shall be at the expense of the homeowner or occupant, and the Association shall not be liable for the value of that which is removed.

To facilitate compliance with this provision, a map of the storm drain system is appended to these Rules and Regulations, and is also available on the Association website ([www.talcottglen.org](http://www.talcottglen.org)).

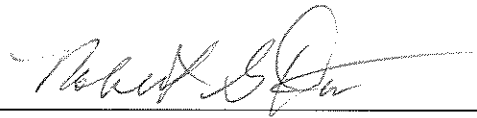
8. Written approval by the Committee or the Board for any exterior modifications or landscaping shall preempt any subsequent effort by individual homeowners to enforce the Covenants against the approved modifications or landscaping.

9. All exterior modifications and landscaping in existence at the time these Rules and Regulations are adopted by the Board shall be deemed in compliance with the Covenants, with the exception of modifications and/or landscaping that poses a threat to the structural integrity or proper functioning of the storm drain system.

## POLICY (Non-Binding)

Article 2, sec. 2.14, prohibits satellite dishes. The Covenants were written in 1993, when satellite dishes were large and free-standing, and in the view of many people, unsightly. Given the current state of dish technology, it is the policy of this Board not to enforce section 2.14 as it pertains to more modern satellite dishes, which are mounted on a home. Homeowners wishing to install a satellite dish not mounted on the home must obtain prior approval from the Committee, which will be routinely granted if suitable measures are planned for disguising the dish.

RECORDED this 12<sup>th</sup> day of March, 2009



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ROBERT DAVIES, Secretary

## NOTES

These Rules and Regulations were originally enacted on August 25, 2003. They were amended effective March 12, 2009, to effect two changes. First, the Board wanted to codify the informal procedure the Committee would take at the outset if a homeowner brought a complaint to the Board. Second, the Board wanted to make clear in no uncertain terms that it would not keep the complaining homeowner anonymous. Both of these changes are found in new ¶ 2b. Former ¶ 2b is now ¶ 2c, rewritten to differentiate between informal and formal action taken by the Committee. Paragraph 3, before subsection a, is slightly modified to coincide with these changes.