

RULES OF THE GOLFVIEW HILLS HOMES ASSOCIATION
As Revised and Adopted by the Board of Directors
June 27, 2019

PREAMBLE

The Board of Directors (the Board) of Golfview Hills Homes Association (GHHA) has determined that the promulgation of rules is necessary to supplement and complement the Covenants and Declaration on record with the Recorder of Deeds of Du Page County. These Rules should be construed so as to be consistent with the Covenants and Declaration. These Rules may be amended, supplemented, deleted, replaced, or otherwise changed from time to time by action of the Board.

1.	<p>NOTICES SENT TO PROPERTY OWNERS: Any and all notices, invoices, and other communication from GHHA to a property owner will be sent to the street address within Golfview Hills, or by email to property owners and tenants who have provided an email address to GHHA.</p> <p>IN THE ABSENCE OF AN OWNER PROVIDING AN ALTERNATIVE ADDRESS AS SET FORTH BELOW, NOTICE SENT TO THE STREET ADDRESS WITHIN GOLFVIEW HILLS, OR TO THE EMAIL ADDRESS PROVIDED TO GHHA, WILL BE PRESUMED VALID AND SUFFICIENT NOTICE.</p> <p>Any property owner that wishes to receive notice from GHHA at an address other than the property address within Golfview Hills must provide the President or Secretary of GHHA a written statement setting forth the name, street address within the United States, telephone number, or email address at which notice should be given. A post office box will not be an acceptable alternate address. Except for notices sent by email, no notices will be sent to any address outside the United States.</p> <p>Any notice, including but not limited to Violation Notices sent under these Rules, shall be deemed delivered to its addressee three (3) postal delivery days after it has been sent by postage prepaid registered or certified United States mail, or tracked United States Postal Service Priority Mail showing delivery of the same. Notice given by email shall be deemed received on the next business day after it is sent.</p>
2.	<p>HOUSEHOLD WASTE PICK-UP SERVICE: All owners must contract for household waste pickup service to remove garbage and waste from the property. The owner will have seven (7) calendar days after the date of receipt of a first Violation Notice to contract for household waste pickup service.</p>
3.	<p>RUBBISH CONTAINERS: Residents may not have garbage containers or garbage in front of the house, except for receptacles placed at the curb for scheduled pickup during the times permitted by Article Two, Section 11 of the Covenants (5:00 p.m. on the day prior to scheduled pickup to 10:00 p.m. on the day of pickup.)</p>

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4.	<p>FENCE MAINTENANCE: Fences must be properly maintained, and may not be falling down or have missing panels. In the case of a first violation of this Rule, the owner will have thirty (30) calendar days after the date of receipt of the first Violation Notice to correct the situation.</p>
5.	<p>LAWN AND TREE MAINTENANCE FINE: If GHHA is required to take any action to enforce existing Declarations and Covenants as to removal of diseased, dead, or substantially dead trees, fines may be assessed in addition to any and all other costs incurred by GHHA. The owner shall have thirty (30) days after the date of receipt of a first Violation Notice to remove diseased, dead, or substantially dead trees before fines are assessed or GHHA takes actions to remove the dead tree(s) from the property.</p> <p>A fine of \$200 shall be automatically assessed against a homeowner each time that the grass or weeds on the owner's Golfview lot are allowed to grow to a height exceeding 8 inches, plus an additional fine of \$25 per week or fraction of a week that the violation continues, which fine shall increase to \$300 plus a weekly accruing fine of \$50 for each subsequent violation after the second in any calendar year. The owner shall have ten (10) days after receipt of a Violation Notice to cut the grass and weeds before GHHA enters upon the property to do so at the owner's cost and expense.</p> <p>If the related costs and expenses of cutting grass and weeds or removing diseased, dead, or substantially dead trees incurred by GHHA are not paid upon demand, a notice of lien against the property in violation may be recorded in accordance with the Covenants and Declaration.</p>
6.	<p>MAINTENANCE OF DOCKS; REMOVAL BY GHHA. A "dock" is any fixed structure attached to the land that floats upon, or extends over, lake waters in Golfview.</p> <p>Dock owners are responsible to keep their docks in good condition and repair. GHHA may remove any dock that is in need of repair if the owner fails to repair or remove the dock within thirty (30) days after issuance of a written notice by GHHA to repair or remove the dock. Docks that have collapsed into the water and constitute a hazard to boaters or residents using the lake, or that are setting debris loose in the lake, may be removed by GHHA upon not less than two (2) days' written notice to the owner.</p> <p>All costs and expenses incurred by GHHA in removing a dock shall be assessed against the owner and payable upon demand. Upon the owner's failure to pay the removal costs incurred by GHHA within thirty (30) days after demand for payment, the amount due shall constitute a past due assessment, and a notice of lien may be recorded against the property and enforced in accordance with the provisions of the Declaration governing unpaid assessments.</p>

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	No dock shall be constructed, substantially rebuilt, or expanded in size after June 27, 2019, unless plans for it have been submitted to and approved by GHHA. No approval is required for the maintenance, upkeep, or routine repair of any dock that does not increase its size.
7.	<p>YARD, ESTATE OR GARAGE SALES: Garage, yard or estate sales must be limited to a period of no more than three (3) consecutive days. No more than three (3) such sales may be conducted from the same residence in any twelve month period. Anyone planning to have a sale must provide the GHHA Secretary written notice stating the address, dates, and times for the sale at least seven (7) calendar days prior to the first day of the sale.</p> <p>In enforcing the Covenants, GHHA will consider violation of this Rule to be a fineable violation of Article Two, Section 2 of the Covenants prohibiting commercial uses of property in Golfview, and of Article Two, Section 7 of the Covenants.</p>
8.	<p>NUISANCE: Article Two, Section 7 of the Covenants prohibits activity on private lots in Golfview that is unlawful, noxious, or a nuisance to other owners or occupants. In enforcing this Covenant and Rule, GHHA will consider the following activity occurring on private lots to be violations of the Covenant, and hereby prohibits the following activity on the lakes or in the parks and public spaces administered by GHHA:</p> <ul style="list-style-type: none"> a) Feeding geese or ducks, or allowing feed for birds, squirrels or other wildlife to be distributed in a manner that feeds geese or ducks. b) Failure to keep and maintain buildings on a lot secure against use or occupancy by wildlife, including but not limited to raccoons, possum, coyotes, foxes, geese, ducks and vermin. c) Other activities that are noxious or constitute a nuisance.
8.	<p>VIOLATION NOTICE: The Board may decide to authorize the issuance of a written notice of violation (Violation Notice) with respect to any violation of these Rules, the Covenants, or the Declaration. Any Violation Notice shall be substantially in the form of Appendix A, or other written document containing the information called for in Appendix A.</p>
9.	<p>HEARINGS: The recipient of a Violation Notice has the right to request a hearing to contest the violation as set forth in the “Notice to Recipients” contained in Appendix A. If no request for a hearing is timely made by the recipient of a Violation Notice, a hearing shall be deemed waived, the Violation Notice shall become final and deemed admitted, and the amount of any fine set forth in the Violation Notice deemed agreed to by the person to whom the Violation Notice is addressed.</p>

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	<p>Nothing herein shall preclude the Board from scheduling a hearing on a violation in the absence of a hearing request from the homeowner or other recipient of a Violation Notice.</p> <p>At a hearing on the violation, the recipient of a Violation Notice may be represented by a lawyer and may submit relevant evidence. If the recipient intends to be represented by a lawyer at the hearing, he or she shall notify GHHA's President or Secretary in writing to that effect at least five (5) business days prior to the scheduled hearing on the violation to allow the Board to determine whether to arrange for one or more of GHHA's attorneys to attend the hearing to assist the Board.</p> <p>Hearings on a Violation Notice shall be held before the Board at a time and place to be determined by the Board in its sole discretion, and shall proceed at the time and place scheduled, with or without the presence of the accused person or persons. GHHA will send written notice to each homeowner and tenant named in a Violation Notice of the time and place of the hearing not less than ten (10) calendar days prior to the hearing on a Violation Notice.</p> <p>Following a hearing, or if no hearing has been timely requested, after expiration of the period (if any) set forth in the Violation Notice to cure or remedy the violation that is the subject of that Violation Notice, the Board will make a final determination with respect to each Violation Notice, including the amount of any fine or fines to be assessed, or other action to be taken.</p>
10.	<p>FINES AND OTHER REMEDIES:</p> <p>A. A fine for the violation of these Rules, the Covenants, or the Declaration may be assessed against an owner or tenant only after the issuance of a Violation Notice to the person liable to pay the fine. A fine for violation by a tenant may be assessed jointly and severally against the owner and the tenant, provided that each received a Violation Notice.</p> <p>B. The fine for a first and second violation of the same or another Rule, Covenant, or provision of the Declaration within any 12-month period will presumptively be \$200.00, or such other amount as is set forth in the Schedule of Fees and Fines. But the Board may, in the exercise of its discretion, determine that a greater or lesser fine is appropriate under the circumstances, or may waive or suspend any fine. A higher fine may be levied for a third and each subsequent violation of the same or another Rule, Covenant, or provision of the Declaration within any 12-month period. Under no circumstances may a fine be assessed for an amount greater than the fine proposed in the Violation Notice.</p> <p>For violations of a continuing nature, the Board may impose daily, weekly, or monthly fines that accrue until the violation has been corrected, and/or that increase in amount as the violation persists without being corrected.</p>

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	<p>C. Fines are effective as of the date levied, are due and payable upon receipt of written notice of the amount of the fine, shall constitute an assessment against the property that is the subject of the violation, and may be filed as a lien against the property if not paid within 10 days after written notice of the fine has been sent to the owner. Written notice of any fine shall be given to the owner and any tenant against whom a fine has been assessed as soon as is practical.</p> <p>D. The remedies in these Rules are not exclusive. In the event of any violation of the GHHA Declaration, Covenants, these Rules or other governing documents, the Board reserves the right to utilize any and all remedies, both legal and equitable, to prevent violations or to compel enforcement. Without limiting the foregoing, to the extent permitted by applicable law, the GHHA reserves the right to take any and all actions it deems necessary prior to, subsequent to and/or without the initiation of violation proceedings in connection with any violation. Any election of a particular remedy by the GHHA shall not preclude GHHA from seeking any other remedy.</p>

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Appendix A
GOLFVIEW HILLS HOME ASSOCIATION
RULES AND COVENANTS VIOLATION NOTICE

Date of this Notice:

Date(s) of Violation:

Name and Address of Lot Owner in Violation:

Name and Address of Tenant in Violation (if applicable):

Rule, Covenant or Declaration Provision Violated and Nature of the Violation:

Period (if any) to cure or remedy this violation without a fine:

Proposed fine if violation is not timely cured:

This Violation Notice was approved by the Board of Directors of the Golfview Hills Homes Association at a meeting on:

NOTICE TO RECIPIENTS: This Violation Notice will become final unless you timely submit a written request to the GHHA President or Secretary requesting a hearing to contest the violation alleged in this Notice or the amount of the proposed fine. You may also request a hearing to show that the violation has been timely cured or remedied. A Violation Notice that has become final without a timely request for a hearing is deemed admitted and the amount of the proposed fine agreed to by you. The request for a hearing must be post-marked no later than the later of (A) 15 calendar days after the Date of this Notice, and (B) 7 calendar days after expiration of any period set forth in this Notice to cure or remedy the violation. You will be

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sent written notice of the date, time, and place of any requested hearing at least 10 calendar days before the scheduled date of the hearing.