

# PROVIDENCE VILLAGE HOMEOWNERS ASSOCIATION RULES & REGULATIONS

## **INTRODUCTION**

Providence Village is a neighborhood of 381 single-family homes. The Board of Directors is responsible for financial maintenance, neighborhood-wide social activities, and upkeep services contracted for and paid for through your Association dues. Gurnee Park District is responsible for maintenance of Kings Park at the southern entrance to the neighborhood.

In keeping with maintaining a desirable, safe, and aesthetically pleasing community, the Board has promulgated these Rules & Regulations. These Rules & Regulations are meant to achieve this goal by supporting and complying with the Association's Declaration of Covenants, Conditions and Restrictions as well as the By-Laws and Amendments (collectively, the "Declaration").

The generation of the Rules & Regulations listed in the handbook were based on the following criteria:

- Protection of property values
- Avoidance of unnecessary Association expense and services
- Preservation of aesthetics
- Maintenance of architectural/engineering integrity

It is recommended that homeowners (and/or their renters) thoroughly review their copy of the Declaration of Covenants and Conditions, and By-Laws, for additional information regarding rights and responsibilities of ownership. Each resident should have been given a copy of the Declaration prior to closing of their home. A copy of the Declaration and these Rules & Regulations must be provided to a new owner by the selling owner and by an owner to his/her tenants. Replacement copies of the Declaration and Rules and Regulations can be obtained from the PVHA or online at PVHA.net.

## **AMENDMENTS TO THE RULES AND REGULATIONS**

These Rules & Regulations have been adopted by the Board of Directors as authorized by the Declaration, effective on and after April 1, 2016. After initial adoption of the Rules & Regulations, it shall take a majority vote by the Board of Directors to add, remove, or amend any section or sub-section of the Rules & Regulations.

## **DEFINITIONS**

The following words and terms, when used in the Declaration of Covenants, Conditions, and Restrictions, Rules & Regulations, or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

**“Association”** refers to Providence Village Homeowner’s Association, a not-for-profit organization, its successors, and assigns.

**“Board”** refers to the Board of Directors of Providence Village Homeowner’s Association as constituted from time to time.

**“By-Laws”** shall mean the By-Laws of Providence Village Homeowner’s Association.

**“Common Area”** means: (i) those areas designated on the final plats of subdivision of the Property as retention and/or detention areas, and all storm water management area structures located within said areas, and (ii) all cul-de-sac islands, landscaping and planting easements and signage and landscaping located within said landscape easements and cul-de-sac islands. Common Area shall be used and maintained as open space and which may not be separately subdivided or developed for other than open space purposes.

**“Lot”** shall mean a platted lot designated as such on any of the recorded plats of Phases I, II, III, and IV, of Providence Village Subdivision upon which one Dwelling is constructed.

**“Member”** shall refer to any entity of Homeowner in Providence Village.

## **AESTHETICS OF RESIDENCES**

Homes in Providence Village were developed in a “Cape Cod” or “Colonial” style; therefore, homeowners are encouraged to maintain the intended, original neighborhood scheme.

## **COLOR**

The paint color and siding color of a residence shall not be changed from the existing paint color or siding color. If a homeowner desires to change the paint color or siding color of their residence, the homeowner must receive written approval from the Architectural Committee of the Board, or from the Board in the absence of an Architectural Committee.

## **CAMPING**

Tents, temporary shacks, cooking, and camping shall be prohibited on the Common Areas, front yards and driveways of residences.

## **CLOTHESLINES**

No clotheslines, clothes poles, or other facilities for air-drying clothes shall be visible from the street.

## **HOME: SALES AND MOVING POLICIES**

The seller is required to provide a copy of the Declarations, By-Laws and Rules & Regulations to the buyers on any sale or transfer of property. If the seller is unable to comply for any reason, seller must make all reasonable efforts to contact the Board in order to supply copies to the seller.

## **HOME: LEASING AND RENTING**

- A) No homeowner shall lease or rent his or her Lot or Residence for a term less than six (6) months. Exception to this rule may be brought before the Board, in writing, for approval.
- B) Every lease of a Lot or Residence shall be in writing and shall be made expressly subject to the requirements, rights, covenants, conditions, restrictions and easements of this Declaration, By-Laws, and Rules & Restrictions.
- C) Any homeowner leasing or renting their Lot or Residence shall provide notice and a copy of such lease or rental to the Board at least 30 days prior to the tenant occupying the Residence.
- D) The tenant shall be provided with a current copy of the Declaration, By-Laws, and Rules & Regulations of Providence Village by the seller. If the seller is unable, copies may be requested from the Board.
- E) The homeowner(s) will be held responsible for the conduct and violations of the Declaration, By-Laws, and Rules & Regulations of Providence Village by the occupant.

## **POOLS**

Installation, location, landscaping and materials used in conjunction with installation of above-ground pools are not permitted unless approved by the Board. ALL requests for pools, whether in-ground or above-ground, shall be submitted in writing to the Board for approval. No pools may be installed in the front yard.

## **SHEDS or OUTBUILDINGS**

Only one (1) shed may be permitted on a Lot and must be no more than one (1) story in height, cannot have floor space greater than 100 square feet, and may not be made of metal of any type. If the shed is painted or stained, it must be in good repair and match the color scheme of the home on the property. Sheds are to be constructed with cedar siding and cedar shake roof.

## **ENFORCEMENT OF RULES & REGULATIONS**

**The Board Members of the Providence Village Homeowners Association are providing the Rules & Regulations for all homeowners in an effort to maintain a desirable, safe, and aesthetically pleasing community. It is the duty of the Board to enforce these Rules & Regulations. Upon learning of any violation, the Board will first seek to learn the particulars of the violation before taking any action. Please refer to Attachment A for Violation Policy and Fine Schedule.**

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## ATTACHMENT A

### VIOLATION POLICY

The Providence Village Homeowners Association has established the following Violation Policy and Fine Schedule for Declaration, CC&R, By-Laws, and Rules & Regulations violations, enforcement, and any applicable monetary penalties for continued violations. This policy will be deemed part of the Rules & Regulations and is subject to amendment or modification at any time by majority vote of the Board.

#### First Notice

A warning letter will be delivered to the Owner of the property outlining the violation and, if appropriate, given a time frame for compliance. In the event the Owner of the property is not currently residing in the home, a copy of the First Notice letter will also be sent to the tenant at the property address.

#### Exception of Notice Procedure

Violations posing a threat to the health, safety, and/or welfare of the community as a whole or any one or more other Owners may require immediate action and thus create exceptions to the notice provisions. Examples of health, safety, and welfare violations include, but are not limited to, the following: accumulation of trash and/or other materials that may attract pests; threat of flood or fire damage to neighboring properties; or damage to common area(s).

#### Opportunity to be Heard

The Association recognizes each Owner's right to explain the reasons why there is a violation of the Declaration of Covenants, Conditions, and Restrictions, By-Laws, or Rules and Regulations, particularly if the violation results in a monetary penalty. Before any penalty is assessed, an Owner has the opportunity to request a hearing before the Board. The Owner must provide a timely, written request for a hearing within ten (10) calendar days (starting the day after which the Notice is received; otherwise, the Owner waives their right to a hearing. If the hearing is scheduled, the Owner is bound by the decision of the majority of the Board. If no protest is filed, the notice of violation shall be considered accurate.

#### Enforcement

In the event of any violation of the Declaration, CC&R, By-Laws, and/or Rules & Regulations, the Board retains the right to pursue any and all remedies, both legal and equitable, to compel enforcement. Under those circumstances, a warning letter shall not be required.

The homeowner shall pay the amount of legal fees and costs (including, without limitation, court costs, attorney fees, and filing fees) incurred by the Association in connection with the violation and all costs, damages, expenses and other charges attributable to or resulting from the violation or enforcement efforts.

# PROVIDENCE VILLAGE HOMEOWNERS ASSOCIATION RULES & REGULATIONS

## VIOLATION FINE SCHEDULE

Homeowners are responsible for their actions as well as those of their relatives, guests, tenants, and pets. If a Homeowner, family member, guest, or tenant violates or is otherwise liable for a violation of any of the provisions of the Declaration, CC&R, By-Laws, or Rules & Regulations of the Association, the following shall occur:

**FIRST NOTICE OF VIOLATION:** Homeowner will be notified in writing of any violation. The notice will outline the infraction and the necessary remedy.

**SECOND NOTICE OF THE SAME VIOLATION:** If occurring within twelve consecutive months, or the violation is not rectified within 30 calendar days of the First Notice, Homeowner will be charged \$100.

**THIRD NOTICE OF THE SAME VIOLATION:** If occurring within twelve consecutive months, or the violation is not rectified within 30 calendar days of the Second Notice, Homeowner will be charged \$200.

**FOURTH NOTICE OF THE SAME VIOLATION:** If occurring within twelve consecutive months, or the violation is not rectified within 30 calendar days of the Third Notice, Homeowner will be charged \$400.

**FIFTH NOTICE OF THE SAME VIOLATION:** Violations uncorrected within 30 calendar days of the Fourth Notice will be turned over to the Association's Attorney for appropriate legal action. All Association costs and fees, including Attorney fees, will be charged to the Homeowner.

**Fines are cumulative and each will be due within 14 calendar days of receiving such fine.**

**It is within the discretion of the Board to levy a fine(s) and/or timeframe outside of this schedule commensurate with the violation.**