

# Settlers Ridge Rules and Regulations

**Updated 11/16/2020**

The rules in this document were compiled by a committee of Settlers Ridge residents. These rules apply to all homeowners and we ask that you abide by them for the benefit of all homeowners or renters.

The purpose of the Rules is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities that fall outside of the norm. In fact, it is expressly intended that the Reviewer under Article 5, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Unit under one set of circumstances, the same thing may be disapproved for another Unit under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it preclude the Board from taking enforcement action in any appropriate circumstances.

Compliance with this document and other Governing Documents does not avoid the Owners' responsibility for compliance with the ordinances of the Village, which may include different or additional requirements and restrictions. Owners should check with the Village and must obtain all approvals and permits required by the Village prior to commencing any work on their Units, in addition to such approvals as are required under the Charter and other Governing Documents.

The following shall apply to all of Settlers Ridge until such time as they are modified pursuant to the Charter.

1. **General.** The Residential Units within Settlers Ridge shall be used only for residential (including home-based business activities that comply with Section 7.1(a) of the Charter), recreational, and related purposes (which may include, without limitation, an information center and/or a sales office for any real estate broker retained by the Founder or its designees to assist in the sale of property, offices for the home owners association and any property manager retained by the Association, or such other uses as authorized in Article 17), consistent with the Charter and any Supplement.
  - a. It is the owners' responsibility to assure their property complies with both the rules and regulations as well as the architectural standards. Architectural standards are not reflected in this document. HOA rules may also be stricter than city codes.
2. **Restricted Activities.** *Unless expressly authorized by, and then subject to such conditions as may be imposed by the Board, the following activities are prohibited within Settlers Ridge, except to the extent undertaken by the Founder in the course of development of property in Settlers Ridge:*
  - a. Parking of vehicles in alleys, or parking of commercial vehicles or equipment, motor homes, recreational vehicles, golf carts, boats and other watercraft, trailers, stored vehicles, or inoperable vehicles in places other than garages or designated parking lots is limited 48 hours; more than 48 hours requires board approval. Unauthorized vehicles are subject to towing at the owner's expense. Construction, service, and delivery vehicles shall be exempt from this provision during normal

business hours for such period as is reasonably necessary to provide service or to make a delivery to a Unit or the Common Area. Parking on non-paved surfaces is strictly prohibited. Parking in or blocking access to sidewalks, driveways or alleys is prohibited. All vacant lots within Settlers Ridge are private property. Moving vans and trucks may park only on the public streets within the Community.

b. Overnight parking of vehicles on HOA properties is prohibited.

c. Raising, breeding, or keeping animals is strictly prohibited except for pets as provided herein. A maximum of three dogs and a maximum of two cats, or other usual and common household pets may be permitted in a residential unit. Pets are not permitted to roam free, and must be on a leash or fenced in. The Village maintains a leash law and residents are obligated to abide by the Village rules and the HOA rules. All owners must clean up after their pets immediately. No pets may use the park to relieve themselves at any time. Should that occur, all owners must clean up and repair any damage to the turf. Empty lots are privately owned, and pets are not allowed to use them. The Board will consider video or photographs of violations sent to the management company.

d. Any pet that endangers a resident or another pet. The HOA may remove said pets from the neighborhood to maintain safety. All pets shall be registered, licensed, and inoculated as required by law.

e. Littering in any park, vacant lot, or any other area of the Community.

f. Any hobbies or other activities that tend to cause an unclean, unhealthy, or untidy condition to exist outside of enclosed structures on the Unit.

g. Any noxious or offensive activity which in the reasonable determination of the Board tends to cause embarrassment, discomfort, annoyance, or nuisance to persons using the Common Areas or to the occupants of other Units.

h. Patio fireplaces and fire pits in the backyard cannot be longer than 4 feet and must be encased in stone, brick, or metal.

i. Accumulation of rubbish, trash, or garbage except between regular garbage pickups. All garbage, recycling materials and lawn refuse must be in approved containers, covered and stored out of view of neighboring properties or in other approved locations. Containers need to be placed out for pick up no more than one day before the scheduled pick-up and cannot block alleys or driveways. Containers must be removed within one day after the scheduled pick-up.

j. Discharge of firearms. This is strictly prohibited by law, but the Board has NO obligation to take action to prevent or stop such discharge.

k. On-site storage of fuel, except that a reasonable amount of fuel may be stored in the garage of each Unit for emergency purposes and operation of lawn mowers and similar tools or equipment, and the Association shall be permitted to store fuel for operation of maintenance vehicles, generators, and similar equipment. This provision shall not apply to any underground fuel tank.

l. Conversion of any carport or garage to finished space for use as an apartment.

m. Any modification of anything, permanently or temporarily, on the outside portions of the Unit, whether such portion is improved or unimproved, except when in strict compliance with the provisions of Article 5 of the Charter. This shall include, without limitation, signs, sheds, clotheslines, garbage cans, wood piles, docks, piers, and similar structures, walls, or fences of any kind, satellite dishes and antennas, except that: an antenna designed to receive direct broadcast satellite services, including direct-to home satellite services, that is one meter or less in diameter.

- n. Portable and permanent (stabilized by a concrete base) basketball hoops are allowed but must be kept in good, working condition and free of rust and broken parts. Hoops and goals must be kept at least 4 feet from the alley so they do not obstruct garbage trucks or snow plows.
- o. Use of motorized vehicles are only allowed on hard and paved surfaces, the bike paths or sidewalks or within parks for slow moving vehicles operated by small children or physically disabled individuals. Motorized vehicles of any kind are not allowed in the natural prairie areas or HOA grass.
- p. The introduction of plants, animals, devices, or other things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Settlers Ridge.
- q. Structures, equipment, or other items on the exterior portions of a Unit which have become dilapidated, or otherwise fallen into disrepair. This includes but is not limited to: inoperable cars, rotted wood, peeling paint, unkempt yards. A remediation plan must be submitted by the homeowner to the HOA within two weeks of notification of dilapidation or disrepair, to be reviewed and agreed upon.

3. **Ponds and Native Prairie Areas.** Residents may not engage in activities that disturb or destroy the wetlands or air quality within Settlers Ridge. Ponds are stocked by the HOA and are for the use of the residents and their guests only. Residents must be present with their guest(s).

- a. Fishing is with poles and lines only and is catch and release. No net fishing, spear fishing or hand catching is allowed. Dumping of unused bait of any kind, into the ponds is strictly prohibited. Swimming, wading, or use of motorized boats or other motorized watercraft on any lake or pond within the Community is prohibited, except that the Founder and the Association may use gasoline-powered boats for construction, maintenance, and repair of the lakes, dams, ponds and any community features. Ice-skating on any of the ponds is prohibited.

4. **Signs.** No posting of any signs on Unit, Common Areas, or rights-of-way within or adjacent to the Community, except:

- a. The Founder and the Association may post signs as they deem appropriate during the Development and Sale Period.
- b. Subject to the limitations in Section 7.1 of the Charter, an Owner may post one standard real estate sign on its Unit, not to exceed four feet in height, the total message area of which does not exceed 12 square feet (all sides combined) advertising the Unit on which it is posted for sale or for lease.
- c. The Owner or occupant of a Unit may post a maximum of three temporary political signs in the area between the sidewalk and curb in front of the Unit, not to exceed two feet in height or 8 square feet of message area (all sides combined) per sign, for up to 30 days prior to an election or referendum and up to 2 days after the election or referendum; provided that such signs have a professional appearance and contain no profanity or derogatory or offensive language, graphics, or markings, as determined by the Board in its sole discretion.
- d. The Owner or occupant of a Unit may post a maximum of three "celebratory" signs for birthdays, graduations, birth of a baby or similar, not to exceed two feet in height or 8 square feet of message area per sign, for no more than a period of 30 days.

5. **Pools** In ground and semi in-ground pools are permitted subject to the following provisions
- a. Highest point of the upper edge must be a minimum of two feet lower than the lowest point of the fence.
  - b. Deck or landscaping is required surrounding the entire perimeter of the pool to maintain community aesthetics. No structural elements of the pool should be exposed, and all pool components must be enclosed within the fenced portion of the yard.
  - c. All pools and spas must be enclosed with a fence constructed in compliance with section 6 of the architectural standards.

**6. Rules and Regulation Guidelines:**

- a. A rules and regulations committee will be assembled on even years to review all rules and regulations and propose additions, changes, and deletions by July 1st of that year. Rules and regulations are adopted by a majority vote of the board.

**7. Architectural Changes - Design Standards**

Any owner considering a change of any kind to any visible portion of the exterior of their unit(s), including all new items placed on a structure or in the ground, as well as all items which are in or on the ground year round or wired or screwed to property, both on the structure and upon the property as a whole, must submit a proposal of the work via the Architectural Application Form, to the Management Office for the Board and Founder's approval. No work may begin without approval. Owners are advised to review pages 10-34 of the current Design Guidelines for the specifics on the architectural components.

- a. Repairs and/or replacements of existing elements do not require Board approval so long as the resulting work is like-for-like. This includes repair or replacement of any item such as trim, deck boards, lighting (even when using the same product).
  - i. If that is not the case, for whatever reason, please contact the Community Association Manager at [info@settlersridgehoa.com](mailto:info@settlersridgehoa.com) for direction. The Board reserves full discretion to determine whether repairs and/or replacements are like-for-like.
- b. As a note to the above, townhome residents are allowed to plant annuals and perennials in the mulch area adjacent to their home, provided pre-existing HOA plants are removed.

**8. Electronic Communication and Electronic Voting**

Any owner wishing to participate in electronic communications and/or electronic voting must complete and submit the attached Electronic Communication Opt-In Form that is attached to these rules (Exhibit A). By opting-in to electronic voting, each Unit Owner understands and agrees that:(i) Unit Owner's consent to send electronic votes shall remain in effect until such Unit Owner submits a written request to the Board revoking the request to electronically vote or the Unit Owner no longer has an ownership interest in a Unit in the Association, and (iii) the Board shall only accept votes, consents or approvals from the email address listed in the Electronic Voting Opt-In Form and that any vote shall contain an electronic signature or copy of the Unit Owner's signature in order to be valid.

#### **9. Fines for Violations and Appeals Process**

Fines have been set by the Rules and Regulations Committee made up of existing residents. Fines will be levied by the Management Company upon written complaint from a resident, inspection by the Management Company, photographs, or videos. All fines collected will go into the HOA operating funds. Fines will be as follows:

- a. First a written warning. Homeowner has the right to remedy or appeal (for appeal process, see below)
- b. Second offense is \$50 dollar fine paid within 15 days of the date of the second warning,
- c. Third offense is \$75 paid within 15 days of the date of notice.
- d. Fourth offense is \$100 paid within 15 days of the date of notice.
- e. Fifth offense \$200 paid within 15 days of the date of notice.
- f. A late fee of \$10 dollars every 15 days

Owner Appeals Process:

- a. Appeals can be made by email or in writing to the board within 15 days of notice once the decision is made.
- b. The board will respond within 30 days and set a hearing date.
- c. Once an appeal has been made all fines will be suspended until a resolution has been made.