

Somerfield Homeowners Association

Rules and Regulations

These Rules and Regulations shall be effective upon adoption by the Board.

Adopted on 7-22-09

Respectfully Submitted,

Board of Directors
Somerfield Homeowners Association

INTRODUCTION

These are the Rules and Regulations applicable to the Somerfield Homeowners Association ("the Association"). The purpose of these Rules is to create a more pleasant place in which to live, to provide the occupants with specific information that will be reviewed on an ongoing basis by the Board of Directors ("Board") and to maintain property values.

Compliance can be gained through mutual understanding and cooperation. A few Board Members cannot maintain all personal and property rights unless each Owner participates in protecting such rights. Owners observing violations of Rules may bring the violation to the attention of the Management Company. Often, however, a gentle reminder of the Rule, given directly from neighbor to neighbor, is a more effective solution. If no satisfactory resolution results, or if the Owner is not comfortable dealing directly with a person he/she believes violated the Rules, the Management Company should be notified in writing.

These Rules and Regulations are binding on all Owners, their tenants, family members, guests and other invited individuals as well.

In the event of an emergency or potentially dangerous violation of the Rules, the police, fire department or other proper authority, as applicable, should be called at once.

DEFINITIONS OF TERMS USED IN RULES AND REGULATIONS:

The words used in these Rules and Regulations shall have the same meaning as set forth in the Declaration, unless the context shall prohibit.

ASSOCIATION – Shall refer to Somerfield Homeowners Association, an Illinois Corporation, not-for-profit, its successors and assign; the Articles of Incorporation which shall govern the administration of this community, the members of which shall be all of the owners, including Declarant.

BOARD OF DIRECTORS or BOARD – Shall refer to the governing body of the Association.

BY-LAWS – Shall refer to the By-laws of the Association, the provisions of which are applicable to this community.

COMMUNITY AREA – Shall refer to all real property owned by Association for the common use and enjoyment of the residents.

DECLARATION – Shall refer to the Somerfield Homeowners Association Declaration of Covenants, Conditions, and Restrictions for the Property dated November 2, 1998, and recorded with the Will County, Illinois, Recorder at 9:21 o'clock A.M. on January 20, 1999. as such Declaration may from time to time be amended or modified according to its terms.

DECLARANT – Shall refer to all persons who execute or propose to execute the Declaration or on whose behalf the Declaration is executed or proposed to be executed.

DWELLING UNIT and PROPERTY– Shall refer to an individual dwelling space conveyed separately to the purchaser, including the land upon which is located as such land is described on the plat of subdivision.

GUEST – Shall refer to any agent, employee, tenant, guest, licensee, or invitee, or an owner.

MANAGING AGENT and MANAGEMENT COMPANY – Shall refer to the person or company employed by the Board to perform the management and operation functions of the community.

OWNER – Shall refer to a person, firm, corporation, partnership, association, or other legal entity, or combination thereof, who owns one or more dwelling units, but excluding any such person having an interest therein merely as a Mortgagee (unless such Mortgagee has acquired fee simple title interest therein pursuant to foreclosure or any proceeding in lieu thereof).

PETS – Shall refer to dogs, cats, or other animals which would normally be considered domesticated and kept within a household.

RECREATIONAL VEHICLE – Shall refer to any vehicle containing a sink, stove, refrigerator, sleeping accommodations, or a combination thereof; boats; trailers; snowmobiles; motorcycles designed specifically for off-road use only; pick-up, van or camper in excess of three-quarter (3/4) ton; and any accessories to these items.

RESIDENT – Shall refer to any person whose usual place of residence is Somerfield.

TENANT – Shall refer to a person occupying or entitled to occupy a residential rental premises who is either a party to the lease or rental agreement for such premises.

GENERAL

The following Rules and Regulations have been presented, discussed, and approved by the Board of the Association to preserve the health, safety, and welfare of Owners of the Association and the Property under their jurisdiction. The Rules were adopted by the Board pursuant to the Declaration of protective Covenants and Conditions for the Somerfield Homeowners Association and By-Laws contained therein (the "Declaration"). In the event of any direct conflict between the Declaration and these Rules, the Declaration shall be controlling.

No Owner/Tenant shall do or permit to be done, whether in his/her own Dwelling Unit or on the Community Area, anything that will unreasonably disturb any other Owner/Tenant or do or permit to be done anything which will constitute a hazard or endanger or damage the person or property of other Owners /Tenants or third parties or otherwise interfere with the rights, comfort or convenience of other Owners/Tenants in the peaceful use and enjoyment of any Dwelling Units or Community Areas.

Each Owner/Tenant shall be deemed directly responsible for the activities of his/her immediate family, including children, and for the activities of the Owner's/Tenant's pets, tenants, guests, employees, servants and visitors with respect to these Rules and Regulations.

Each Owner/Tenant shall keep his/her Dwelling Unit in a good state of preservation and cleanliness. No Owner/Tenant shall permit his/her Dwelling Unit or any part thereof, including the yard area, to fall into a state of disrepair, or through lack of maintenance or caretaking of grounds, permit an unsightly condition to arise.

COMMUNITY AREAS

The Community Areas of the Association include all the Property outside of the individual Dwelling Unit including entrances and berms on both 115th Street and Rodeo Dr (119th Street) as well as the area around the pond.

All Owners are encouraged to enjoy the use of all Community Areas; clean-up is required after the use of such areas.

1. ASSESSMENTS AND LATE FEES

- a) Each quarter, the property Management Company will mail out the Assessment Notices at least two weeks prior to their due date.
- b) Due dates of quarterly Assessments are: January 1, April 1, July 1 and October 1 each calendar year.
- c) All payments must be made payable to Somerfield HOA.
- d) Any Charge (Assessment) which is delinquent pursuant to the provisions of Article Seven, Section 7.03 of the Declaration (i.e. that is not paid within (10) ten days after the due date thereof), a late fee of \$20.00 shall be charged against the Owner. Payment of which shall be due within 30 days of the original due date.
- e) All Charges (Assessments), including any late fees and/or legal fees imposed, must be paid in full and all checks/monies cleared before any architectural applications become eligible for consideration and/or approval.
- f) If an Owner tenders payment to the Association in an amount less than the entire amount due and owing for current charges, the outstanding balance due shall be subject to the late fees set forth in paragraph 1d.
- g) If at any time Charges (Assessments) against an Owner are delinquent for (2) two consecutive quarters, the Association or its Management Company will send out an Unpaid Balance letter.
- h) If at any time Charges (Assessments) against an Owner are delinquent for (4) four consecutive quarters, the Association shall turn the Owner's account over to the Association's attorney for collection, at which time a Collection Letter will be sent.

- i) If at any time Charges (Assessments) against an Owner are delinquent for (6) six consecutive quarters, forcible entry will be pursued by the Association's attorney.
- j) If an Owner desires to pay all Assessments that are/will be due on their Dwelling Unit for the entire calendar year, such payments must be made no later than 10th of any billing quarter. Pre-payments will be accepted at any time.
- k) All attorney's fees and court costs incurred by the Association to enforce these provisions or any other provision in the Declaration, By-Laws or Rules and Regulations against an Owner shall be charged to the Owner of the Dwelling Unit. Any lien or personal obligation created shall be in favor of and shall be enforceable by the Association pursuant to the Declaration.
- l) These Late Fee Rules were originally adopted by the Board as of September 12, 2008, and took effect with the October 1, 2008, Assessment statement and revised herein.

2. ARCHITECTURAL

The Village of Bolingbrook Building Department will help Owners and/or their contractors in planning certain improvements and additions to their properties, so that they will be safe and meet building codes. Building permits are required for many installation/construction projects including: Air Conditioners, Decks, Fences, Garages, Patios, Pools and Spas, Roofing, Room Additions, Sheds, Sidewalks (on private property) and Siding. This is only a partial listing. A list of locally licensed contractors is also on file in the Building Department. For more information, please call the Village of Bolingbrook Building Department.

- a) Architectural control is deemed necessary to preserve the architectural, structural and cosmetic integrity of the Property and Buildings of the Somerfield Subdivision. Such control rests with the Board of Directors.
- b) No structure of any kind shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or alteration of any kind be made, except such as are installed by or on behalf of an Owner following the submission and approval of written plans and specifications to the Board Applications for architectural changes will not be considered for approval by the Board unless all charges (Assessments), including any late fees and/or legal fees imposed, are paid in full and all checks/monies have cleared and the Board receives a copy of homeowners certificate of insurance or one from the installer.
- c) Written plans, specifications, and Board approval letter must be submitted to the Village of Bolingbrook to obtain a building permit. No architectural changes shall be made until the Board has approved the plans and specifications, the required building permit(s) have been obtained from the Village of Bolingbrook, and a copy of the Village permit, once obtained, is provided to the Management.
- d) Board approval must be obtained prior to any changes to the existing exterior color of the Dwelling Unit or any other external structure.
- e) The Owner shall be solely responsible for any injuries or damage to personal property or Association property which occurs during the construction or installation of any improvements which are approved by the Board, and shall be solely responsible for compliance with all federal, state and local laws. In addition, the Owner shall be solely responsible for the continued repair and upkeep of any such structure or modification whether or not the structure is located partially or completely on Community Areas.

3. DECKS AND PATIOS

- a) Prior to beginning construction any Owner wishing to build a deck or install a patio must submit a copy of their plans along with the Architectural Application Form to the Management Company who will submit it to the Board before building commences.
- b) A building permit must be obtained from the Village of Bolingbrook before construction begins. They will review your plan and give you instructions on when they should be contacted during the building process.
- c) A copy of the Village permit, once obtained, must be provided to the Management Company before work may begin.
- d) Wood used for decks must be wolmanized, cedar, redwood or composite materials.
- e) It is required that Owners maintain or replace their decks, concrete or paver brick patios so as to protect and enhance their Property. If not maintained properly, work will be done at the discretion of the Board of Directors at the Owner's expense.

4. POOLS AND HOT TUBS

- a) For all pools and hot tubs, an Architectural Application must be approved by the Board granting written permission before applying for a permit with the Village. All rules and regulations adopted by the Village of Bolingbrook shall be adopted by the Somerfield Homeowners Association and shall be enforceable by the Association. Any pool, hot tub or pond installed without written permission by the Board and the proper permit from the Village will be subject to fines and/or penalties.
- b) Please note that Rules c, d and e of this section apply mainly to new installations. The remainder of the Rules applies to both new and existing pools, ponds and hot tubs, unless otherwise stated, and are enforceable as of the date of adoption of these Rules and Regulations by the Board of the Somerfield Homeowners Association.

All applications must include:

- 1) Plat of survey showing the proposed location
 - 2) Drawing location of recirculation system with size and type of filter shown and a copy of the picture
 - 3) Specifications showing type, size, color, make & model of pool
 - 4) Copy of proposed Village application for permit
 - 5) Copy of homeowner's certificate of insurance or one from the installer.
 - 6) The area of all structures may not exceed 35% of the owner's lot in accordance with Village of Bolingbrook regulations
- c) CONSTRUCTION – The permitted types of above ground pool construction consists of steel, resin, or aluminum and must be of a semi-permanent nature. No pool may be higher than 54" above the ground.

Soft-sided or temporary pools must observe the following Rules:

- They may be in use from May 1st through September 30th. Any pool not taken down by September 30th is subject to fines and/or penalties.
 - When taken down, the pool must be stored indoors and not left out in the yard during fall and winter months.
 - Permanent fencing Rules apply; see subsection (f) below.
 - All sanitation, noise, floatation and transfer of ownership Rules apply.
- d) INSTALLATION – Installation may not take place until both the Board's approval and Village Permit is obtained. A copy of the Village permit, once obtained, must be provided to the Management Company before work may begin. Installation is at the sole risk of the Owner.
 - e) GRADING – Any residual dirt left over from the leveling process must be removed at the Owner's expense so as not to change the grade of the Property which could cause drainage problems for neighbors.
 - f) FENCING – Any Owner that wishes to install a pool must have perimeter fencing around the Property. Contained fencing around the pool itself is not allowed on any new installations. All fencing rules and regulations apply and must coincide with the installation of the pool within 30 days. Village of Bolingbrook rules apply to all hot tub and pond fencing requirements.
 - g) INSPECTION – A copy of the final inspection report from the Village of Bolingbrook must be submitted to the Management Company within 30 days of receipt. An inspection by the Board or its designee must also be performed within 30 days of installation. This is an important step and could possibly hold up closing documents needed when selling or seeking lease approvals. Fines and or penalties could and may be imposed.
 - h) NOISE – In consideration of our neighbors, all pool noise must be kept to a respectable level especially during the evening hours. All Village of Bolingbrook curfew and noise ordinances will be upheld with respect to noise. Repeat offenders risk facing fines by the Board of Directors.
 - i) SANITATION – During the season, all pools, hot tubs and ponds must be kept clean and sanitized at all times. During the off season, they must be covered and winter sanitation must be utilized. Penalties and/or fines will be imposed for non-compliance.
 - j) NON-USE – Any pool, hot tub or pond that has not been used or properly maintained during the proceeding 12 months must be removed from the property at the Owner's expense. Fines and/or penalties will be imposed.