

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,

A handwritten signature in black ink, appearing to be "Sam Hunter", written over a horizontal line.

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.

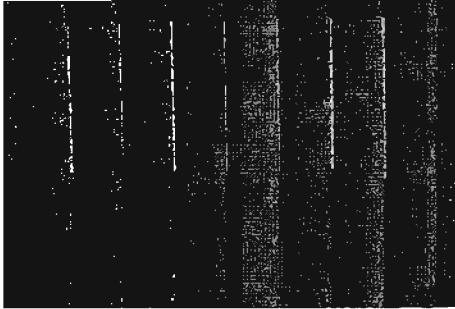
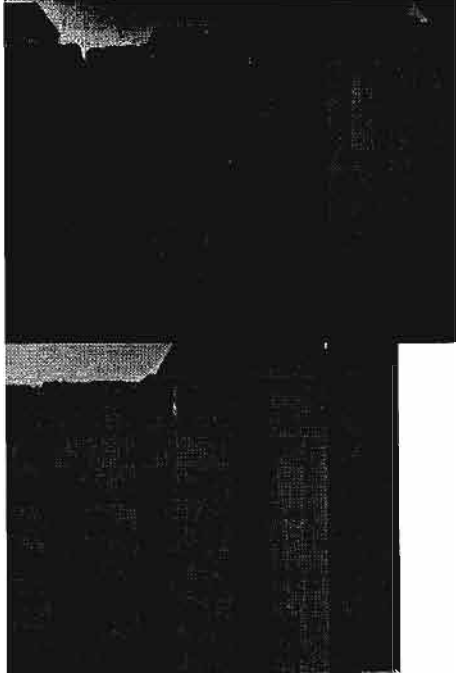
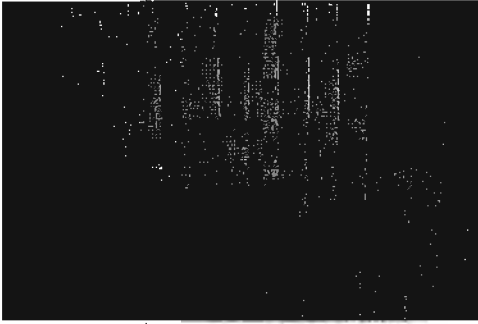
- k) USE – For human swimming only.
- l) WADING POOLS – All wading or kiddie pools must be drained or covered overnight.
- m) FLOATATION DEVICES – Due to unexpected storms that may pop-up as well as consideration for neighbors, all floatation devices and pool toys must be properly stored and not left out in yards or on decks overnight.
- n) TRANSFER OF OWNERSHIP – When the Property is sold or rented, the new Owners and/or tenants must agree to these Rules and Regulations and must provide acknowledgement of receipt of such. An appropriate rider must be attached to the lease or closing document request, Exhibit D, E & F of the Violations, Remedies and Fines.

These Rules and Regulations have been adopted by the Board and apply to all Owners. All current Owners must provide their final inspection letter from the Village of Bolingbrook. This is an important step and could possibly hold up closing documents needed when selling.

These Pool and Hot Tub Rules were originally adopted by the Board as of October 24, 2007, and revised herein.

5. FENCES

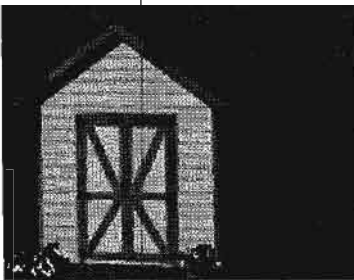
- a) An Architectural Application must be submitted to the Board and must show the type, color, style and materials used, and the Board must approve such application before any fence may be installed. You must also obtain a permit from the Village before work can commence.
- b) A copy of the Village permit, once obtained, must be provided to the Management Company before work may begin.
- c) HEIGHT – Fences may be no higher than 5 ft.
- d) CONSTRUCTION – The only allowed style construction of fencing in Section 8.08 of the Declaration is “board on board.” Picket, stockade or corral type fences are not permitted. The Board of Directors will make the ultimate determination of whether a fence submitted for approval is in a “board on board” style. To assist owners when submitting fence applications, included below are two (2) examples of fence styles that the Board considers “board on board.”
- e) MATERIALS – The types of materials allowed are: redwood, cedar, wolmanized, or composite. Chain link, wrought iron or vinyl is not allowed.
- f) LOCATION – The fence may not extend past the front of the Dwelling Unit towards the street. It must remain behind the building line.
- g) GRANDFATHER CLAUSE – Any fence that is being replaced that currently does not meet the above guidelines must be brought into compliance when replacing. A fence which existed on a lot prior to adoption of these Rules and Regulations that is in compliance with section 8.08 of the Declaration and the applicable rules and regulations of the Village of Bolingbrook will be considered grandfathered, i.e., compliant. However, any new or replacement fence must meet the current guidelines. All fences installed after the adoption of these Rules and Regulations must be in compliance and will not be grandfathered by this section.
- h) STRUCTURAL INTEGRITY – Structural and cosmetic integrity must be maintained, i.e., no peeling paint, broken or missing pickets, etc.
- i) INSPECTIONS – An inspection must be done by the Board or its designee 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.
- j) TRANSFER OF OWNERSHIP – When the Property is sold or rented, the new Owners and/or tenants must agree to these Rules and Regulations and must provide acknowledgement of receipt of such. An appropriate rider must be attached to the lease or closing document request. Exhibit D, E & F of the Violations, Remedies and Fines.



These Fence Rules were originally adopted by the Board as of October 24, 2007, and revised herein.

6. STORAGE SHEDS

- a) An Architectural Application, application for the Village of Bolingbrook permit, survey, certificate of insurance from the installer, and a picture and/or drawing with full description of shed must be provided to the Board or its' representative for approval prior to the installation of any shed.
- b) A copy of the Village permit, once obtained, must be provided to the Management Company before work may begin.
- c) Pursuant to the Village of Bolingbrook Code, the area of all structures on the lot, including but not limited to, sheds, raised decks, garages, the residence, pools and gazebos, may not exceed 35% of the lot area. The area of all structures, plus walkways, patios, driveways, decks, stoops and stairs may not exceed 50% of the area of the lot.
- d) Sheds must be no larger than 10' X 10' (10 feet x 10 feet) in length and width.
- e) There may be only one storage shed per lot.
- f) Placement of shed must be constructed in the back yard behind the Dwelling Unit. No shed can be constructed on the sides of the Dwelling Unit.
- g) Shed must be constructed of wood or vinyl siding
- h) A cement or "hard" pad of pressure treated 4 X 4 or galvanized steel floor joist system comprised of 2" x 6" or greater is to be used beneath the shed. The shed must be level with the ground and may not be raised.
- i) All sheds must be (1) one story not exceeding 9 feet 6 inches in height.
- j) All sheds must have a gabled roof, i.e. a sloping peaked roof that forms a gable at each end. Included below is an example of a shed with a gabled roof.



- k) Outside wall colors must be consistent with the color palette of the Dwelling Unit or left in a natural wood state. Trim can either coordinate with the Dwelling Unit's trim or be left in a natural state.
- l) Roofs must be shingled and be consistent with the color palette of the Dwelling Unit.
- m) Construction must be complete within (30) thirty days of the start date. Owners making an installation or modification that has not been approved by the Board will be fined \$25.00 for every week it remains unapproved.
- n) All construction materials, debris and waste shall not be allowed to collect and must be removed immediately.
- o) An inspection must be done by the Board or its designee 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.
- p) Sheds are to be used for storage only and may not be used as a residence, animal house or shelter.
- q) No hazardous chemicals, including excessive storage of gasoline or other flammable chemicals may be stored in any shed. No food or consumables, either of human or animal, may be stored in the shed at any time (i.e. dog food due to possible rodent problems).
- r) Temporary or removable storage containers are not allowed.
- s) The integrity of the Dwelling Unit must be maintained at all times.
- t) The Board reserves the right to assess fines or request/demand removal of structures not in compliance with these Rules and Regulations.

7. RECREATIONAL DEVICES

- a) Any tennis courts, swing sets, gazebos, jungle gyms or any other recreation devices will need an approved Architectural Application from the Board as well as any applicable permits from the Village before any construction, installation or placement may begin.
- b) Swing sets or jungle gyms must be constructed of wood.
- c) All recreational devices must be properly maintained or replaced when needed by the Owner.
- d) Any recreation device that has not been used for 12 months must be removed by Owner.
- e) Basketball hoops are permitted in residential driveways, but permanently installed posts and hoops must be at least six feet behind the sidewalk (closer to the house). Per Village requirements portable basketball hoops may not be placed on the sidewalk, parkway or in the roadway.

8. PETS

- a) Any and all pets must be supervised, controlled or contained at all times while on the Owner's Property. No pet shall be tied to a tree, building or in any manner be restrained outdoors for extended periods of time without the presence of its owner. When not on the Owner's Property, pets must be leashed at all times in accordance with any existing Village ordinances. No pet may be housed in any garage or shed within the Property.
- b) Any animal of an inherent dangerous nature or propensity cannot and shall not be kept in an Owner's Dwelling Unit or on their Property. The number of pets may not exceed the number permitted by the ordinances of the Village of Bolingbrook.
- c) Dogs must be restrained from excessive barking, whether inside or outside. It shall be a violation of the Rules and Regulations for an owner to have any pet causing or creating a continuous nuisance or unreasonable disturbance to any Owner/Tenant.
- d) Any lawn or other property damage caused by a pet in the Community Areas will be repaired by the Association at the pet owner's/Owner's expense. The Association and the Board shall be held harmless against any loss or liability of any kind nor character whatsoever arising from, or growing out of, the presence of the pet on the property.
- e) Pet owners shall clean up after their pets at all times. Any defecation by the owner's pet must be cleaned up by the owner in accordance with Village ordinances.
- f) No animals other than dogs, cats, birds or other animals considered by the Board, in its sole discretion to be household pets, shall be raised, bred, or kept anywhere on the Property, nor shall any animals be kept, bred or maintained for any commercial purpose. Barnyard type animals are not permitted.

- g) Not more than one animal house shall be constructed on each lot which is designed and intended to be improved with a single family home; provided that any such animal house shall be constructed adjacent to the residence and shall not be visible from the street. Construction of any such outbuildings are subject to the restrictions set forth herein and receipt by Owner of a permit from the Village of Bolingbrook.
- h) The Village no longer requires animal tags as of July 1, 2007, however, Owners must keep a record of the rabies vaccines.

9. VEHICLE REGULATIONS

- a) No vehicle belonging to an Owner or an Owner's family, Guest, Tenant or employee shall be parked in such a manner as to obstruct passage in the street or sidewalk or to prevent ready access to another Owner's garage or driveway.
- b) The speed limit of all vehicles on all streets within the Somerfield subdivision is 25 mph (as set by the Village of Bolingbrook) with due reduction in speed to 20 mph within the designated Park Zone at times when children are present.
- c) Non-street licensed vehicles cannot be operated on the streets, park or Community Areas within the Somerfield Subdivision.
- d) Vehicle repairs may not exceed two (2) consecutive days on any driveway.
- e) Unless expressly permitted by the Board, no boats, trucks (which have "D" or equivalent plates and/or a gross weight when fully loaded in excess of 8,000 pounds), Recreational Vehicles, trailers or other similar vehicles shall be parked or stored on a Dwelling Unit outside of the garage of the Dwelling Unit for more than twenty-four (24) hours at a time. No portion of the Property, other than the garage, may be utilized for parking or storing a boat.

10. TRASH, GARBAGE AND OTHER WASTE

- a) Trash must be stored inside the Owner's garage and not allowed on the parkways prior to 6:00 p.m. the evening before pickup. All garbage should be inside plastic bags, secured with a tie. Recyclables are to be crushed and weighted down inside the bins so they do not blow around the streets. Reusable containers must be removed from outside the Dwelling Unit by evening of the day of pick-up.
- b) Yard waste – such as fall leaves, weeds or grass clippings – will be picked up on garbage days, but the yard waste must be in brown yard waste paper bags. Raking of leaves into the street is prohibited. Christmas trees – bare and NOT bagged – may also be placed at the curb for pick-up.
- c) Branches (3" diameter or less) that are cut to no longer than 4 feet may be tied together in small bundles (of no more than 2 feet wide) and left at the curb on garbage day for free pick up between April 1 and December 15 of each year.

11. SIGNS AND NOTICES

- a) Signs are prohibited from being placed in the parkways of front yards (or side yards on corner lots), to keep our neighborhoods attractive and reduce visual clutter and obstructions along our streets. The ban includes such signs as real estate, garage sale, political signs and others. (Parkways are the strips of property between the sidewalks and curb.) The parkways are technically public property, owned by the Village, although residents are asked to maintain the landscaping in the parkways as they do the rest of their yards.

12. NOISE AND OTHER NUISANCES

- a) Owners and Tenants shall respect the rights of their neighbors to quiet and peaceful possession, and are to keep noise at a respectable level so as not to unreasonably disturb other residents. No obnoxious or offensive activity shall be carried out on the Property nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Residents.

13. DECORATIONS

- a) Exterior seasonal decorations and hardware for installation shall be displayed no earlier than 30 days before, and removed no later than thirty (30) days after the holiday. Such decorations must be maintained by the Owner or tenant.

14. SNOW REMOVAL

- a) All vehicles that are parked in the street must be removed if 2" of snow or more is expected or falling so Village plows can clear the streets.
- b) Owners are encouraged to clear the sidewalks along their property and bus stop corners should be kept clear of snow and ice during the winter months in an effort to keep our children safe.

15. HAZARDOUS ACTIONS

- a) Nothing shall be done or kept in any Dwelling Unit or garage or in or on any portion of the Community Area that is unlawful or hazardous, or that might reasonably be expected to increase the cost of casualty or public liability insurance covering the Community Area, or that might disturb the quiet occupancy of any person residing in any other Dwelling Unit.

16. RENTALS

Any Owner wishing to rent their Dwelling Unit must be current, and remain current, in their assessments. Assessments are the responsibility of the Owner of the Dwelling Unit, not the Tenant, and must be current in order to obtain the required paid assessment letter from the Somerfield Homeowners Association. Owners must also agree to the following and provide the necessary documents to the Board of Directors or its Managing Agent :

- a) No Owner shall enter into a lease for less than the entire Dwelling Unit. By way of example and without limitation this Rule prohibits an Owner from leasing a room within a Dwelling Unit in which the Owner is otherwise a Resident. Neither Dwelling Unit nor any part thereof shall be leased for transient or hotel purposes.
- b) All lease agreements with respect to a Dwelling Unit shall be in writing and for a specified term of not less than six (6) months. Notwithstanding the foregoing, an Owner may request an exemption to this provision for up to six (6) months by written application to the Board based upon special or exigent circumstances and/or hardship as set forth therein. The decision whether or not to grant an exemption is within the sole discretion of the Board of Directors and shall be final. In the event such written application is submitted to the Board, the Board will render its decision thereon within thirty (30) days of receipt of the application. No less than thirty (30) days before expiration of an exemption duly granted by the Board, the Owner may submit written application for an extension thereof not to exceed six (6) months, which application shall set forth the bases therefore.
- c) All Owners must stay current in their assessments.
- d) Within thirty (30) days following the execution of a written lease for any Dwelling Unit, the Owner of that Dwelling Unit shall provide fully-executed copies of the following documents to the Association or its Managing Agent:
 - 1) The complete written lease.
 - 2) Rider to Lease (Exhibit E)
 - 3) Mandatory Addendum to Rental/Lease Agreement in accordance with section 27-207 of the Municipal Code of the Village of Bolingbrook. (Exhibit F)
 - 4) Confirmation of Received Documents (Exhibit G)
 - 5) A photocopy of the Landlord License obtained through the Village of Bolingbrook through the "Good Neighbor Rent/Lease Program." A current copy of the Landlord License must be submitted to the Managing Agent each year upon renewal.
- e) The Owner is responsible for providing his/her Tenant with copies of the Association's Declaration, By-laws and Rules and Regulations (the "Governing Documents"), including all amendments thereto, and providing written confirmation of same by submitting a fully executed copy of the Confirmation of Received Documents, referenced in paragraph d)4, above
- f) Owners who do not occupy their Dwelling Unit shall provide the Board with the address and telephone of their off-site residence, and provision of same shall serve as Owner's consent to the Association to sending any Notice required pursuant to the Governing Documents to Owner at that address, and as to any Notice so sent, Owner waives any objection thereto based upon a claim of lack of actual notice.
- g) No Tenant or other Resident other than the Owner shall have voting privileges in the Association, nor any other vested rights in the Association or the Community Area except such rights as are specifically provided for pursuant to Article Three, section 3.04 of the Declaration.

- h) All Tenants shall agree, by executing a writing in the form hereto as Exhibit E, on behalf of themselves and their family members, guests and invitees, to comply with all applicable provisions of the Governing Documents in all respects: if any Tenant(s) fail(s) to execute the required Exhibit E, and/or to otherwise materially comply with any provisions of the Governing Documents, the Association shall give written notice of such violation by certified mail to both the Tenant(s) and Owner. The referenced Notice shall provide for a hearing with respect to the violation, to take place on a specified date, time and place not less than thirty (30) days thereafter. If the Tenant fails to cure the violation or respond to the notice prior to the hearing in a manner that the Board, in its sole discretion, deems satisfactory, such failure/violation shall also be deemed a material breach and/or default by Tenant of the lease. As a result of any such violation or default, the Association may initiate a Forcible Entry and Detainer action against the Tenant and/or Owner. As an alternative, the Association may seek a restraining order, mandatory injunction, or other remedy against the Tenant and/or the Owner to prevent the Dwelling Unit from continuing to be occupied by a particular person(s). All attorneys' fees and court costs incurred by the Association to enforce this provision or any other provision in the Declaration, By-Laws or Rules and Regulations against an Owner and/or any Tenant shall be charged to the Owner of the Dwelling Unit and if such costs and fees are not paid, they may be collected using all the remedies available for the collection of delinquent assessments pursuant to the Declaration. The Owner of a Dwelling Unit may be held jointly and severally liable for any damages incurred by the Association as a result of a violation of any provision of the Governing Documents by a Tenant.
- i) All Owners with Tenants(s) residing in their Dwelling Units pursuant to an existing written lease must comply with all the provisions of these Rules and Regulations at such time said lease is renewed or extended or when Owner leases to another Tenant, whichever first occurs. Such Owner shall provide a copy of any existing written lease in effect as of the date these Rules and Regulations are enacted by the Board within thirty (30) days of such enactment, in order that the Association may monitor compliance with the terms thereof. No oral or verbal leases are permitted.

These Rental Rules were originally adopted by the Board as of July 23, 2008, and revised herein.

17. TRANSFER OF OWNERSHIP

- a) It is required that when selling their Dwelling Unit, the present Owner(s) (seller(s)) supply the new Owner(s) (buyer(s)) with copies of the Declaration, By-Laws and Rules and Regulations of the Association so that they are aware of the provisions contained therein. Exhibit D.
- b) It is required that when selling their Dwelling Unit, the Present Owner(s) supply the Board and/or the Management Company with the names and addresses of the new Owner(s), as well as a forwarding address and telephone numbers for themselves.

18. VIOLATIONS, REMEDIES AND FINES

- a) REPORTING – Any Owner of the Association may report a violation of these Rules and Regulations by contacting the Management Company. All reports of violations should be in writing. See Exhibit A
- b) NOTIFICATION – Notice of a claimed violation by the Board to an Owner or tenant will be given in writing and shall be deemed sufficient when mailed in the U.S. mail addressed to the Owner or tenant by the Management Company. See Exhibit B
- c) REMEDY
 - 1) Any Owner or Tenant who has received notice of a violation may forward information or a protest to the Board, or may request a hearing before the Board or its appointed panel to defend him/her self on any charge of a violation. Such hearing must be requested in writing within 14 calendar days of the date of notice of the violation. See Exhibit B, page 2. The Board, or its appointed panel, will have final determination in all matters. The Board also has the right to request a hearing if necessary to evaluate a claim of violation. Failure of an Owner to request a hearing within the above timeframe shall constitute a waiver by the Owner of a hearing.
 - 2) Any Owner or Tenant erecting or responsible for the erection of a structure or any modification that is in violation of the provisions on Architectural Control shall be required to remove said structure, and/or restore it to its original condition. If it is not properly restored, the Board may have the work done and assess the Owner/Tenant for such costs.

- 3) In the event of a violation or breach by an Owner or Tenant of the provisions, covenants or restrictions of the Declaration, By-Laws, or these Rules and Regulations, upon not less than ten (10) days written notice to the Owner, the Board shall have the right to enter upon that part of the Property where the violation or breach exists to remove or rectify the violation or breach; provided that, if the violation or breach exists within a Dwelling Unit, judicial proceedings must be instituted before any items of construction can be altered or demolished.
- d) FINES
- 1) If an Owner or Tenant is found liable of a violation, the Management Company will notify the Owner in writing and a fine will be charged to the Owner or Tenant. Exhibit C.
 - 2) While it is the Board's view that fines shall not normally be necessary to enforce these Rules and Regulations, in the event that the Board deems that the only or the most effective way of obtaining compliance by an Owner/Tenant to the Rules and Regulations, fines may be assessed. Fines shall begin at Twenty-Five Dollars (\$25.00) for a first violation. A second violation for the same offense will be a \$50 fine and will increase to \$100.00 with repeated infractions.
- e) LEGAL
- 1) In cases where the Board determines a violation, where it will result in a risk to the safety, health and welfare of the Association or its members or guests, the Board reserves the right to issue a \$25 fine for a first violation without prior warning and subsequent fines of \$50 and \$100 in addition to all legal fees incurred by the Association as a result of the violation.
 - 2) In the event the Board determines a complaint warrants legal action, the Board will refer the complaint to the Association's attorney. All legal expenses will be assessed against the Owner. Any of the fines set forth can be waived or modified at the discretion of the Board.
 - 3) The Owner/Tenant in violation of the Rules and Regulations or responsible for such violation will be required to pay all necessary and reasonable costs, expenses, fees including reasonable attorney's fees, incurred by the Association in enforcing the Rules and Regulations contained herein.

These Violations, Remedies and Fines Rules were originally adopted by the Board as of October 24, 2007, and revised herein.

19. AMENDMENTS

The Rules and Regulations may be amended as deemed appropriate by the Association's Board of Directors.

**Somerfield Homeowners Association
Witness Statement Alleging Violation**

Please complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.
(Please print or type)

Information concerning witness to violation:

Complainant's Name Address Phone

Names, addresses and phone # of any other witnesses

Information concerning alleged violator:

Violator's Name Address Phone

Information Concerning Violation:

Violation Date Time Location

Section(s) of Declaration, By-Laws or Rules and Regulations which was involved.

Witness' Observations:

Were any photograph or sound recordings made: Yes No

Include all tapes, photographs and details, i.e. vehicle model, color, license numbers, etc with this form and forward to the Association's management company.

I have made the above statements based on my personal knowledge and not upon what has been told to me. I will cooperate with the Association and its attorneys to provide additional statements or affidavits and, in the event a hearing or trial is necessary, I will appear to testify as a witness.

Signature: _____ Date: _____

**Somerfield Homeowners Association
Notice of Violation**

To: _____

Date: _____

Re: Violation of Declaration, By-Laws or Rules and Regulations

You are hereby notified, as the Owner of the Dwelling Unit at _____

Bolingbrook, Illinois that you are charged with the following violation of the Association's Declaration, By-Laws or Rules and Regulations. The actions complained of occurred on or about _____ and are described as follows:

The Association is governed by its Declaration, By-Laws and various Rules and Regulations which you are charged with violating. Under the Association's Rules and Regulations, you may request a hearing in writing within 14 calendar days from the date of this notice. The Board or its appointed panel will have final determination.

If a violation exists which has not already been corrected and you fail to make an appropriate correction, the Association may execute its right to correct the violation at the violator's expense.

Sincerely,

Somerfield Homeowners Association

**Somerfield Homeowners Association
Notice of Violation
Page 2**

Hearing Request

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated _____ alleging a violation of the Declaration, By-Laws or Rules and Regulations of the Somerfield Homeowners Association.

Signed

Signed

Upon receipt of the above completed form the Association will complete the following information and return to you:

Location of Hearing _____

Date of Hearing _____

Time of Hearing _____

**Somerfield Homeowners Association
Violation Determination**

To: _____ Date: _____

On _____, 20____, you were notified of a violation of the Declaration, By-Laws or Rules and

Regulations of the Association. Pursuant to the Association Rules;

- A hearing was held at your request
- You have admitted to the violation by default and waived your right to request a hearing regarding the alleged violation. After considering the complaint, the following determination has been made and the following actions(s) will be taken:
- You were found not guilty and no action will be taken.
- A _____ violation of the Association's Declaration, By-Laws or Rules and Regulations has occurred and the fine of \$_____ is hereby being enforced.
- Damages, expenses and administrative charges in the total amount of \$_____ have occurred and are now due.
- Legal expenses in the amount of \$_____ have been incurred by the Association and are now due.
- As a result of a second or subsequent violation, we have instructed our attorneys to inform you that legal proceedings will be instituted if further violations occur and the expenses incurred will be assessed to you.

Director, Somerfield Homeowners Association

Director, Somerfield Homeowners Association

RIDER TO LEASE

This Rider must be attached to the lease in accordance with the Rules and Regulations of the Somerfield Homeowners Association. By this Rider, the undersigned parties to said lease expressly acknowledge that every lease and the parties thereto, shall be subject in all respects to the provisions of said Declarations as well as the By-Laws and Rules and Regulations of the Association, and failure by the lessee to comply with the terms thereof shall be a default under the lease.

The Bolingbrook "Good Neighbor" Rent Lease Program requires that all landlords/agents have a valid license from the Village of Bolingbrook effective July 1, 2007, before renting or leasing property in accordance with Chapter 27, article 2 of the Village of Bolingbrook Municipal Code (27-207).

The Board of Directors of the Somerfield Homeowners Association (the "Board"), shall be a third party beneficiary of said lease and shall be entitled to pursue all legal and equitable remedies available to either party under the lease in the event of any default. No rights of the Board shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

Lessor (Landlord)

Lessee (Tenant)

Lessor (Landlord)

Lessee (Tenant)

Date: _____

Address: _____

NOTE: A photocopy of the signed original of said lease and this Rider must be given to the aforesaid Board or its Managing Agent, for its files in accordance with the Rules and Regulations of the Association. Please complete the following for the Association's/Agent's use only.

Lessor Information: Address: _____

Name: _____ Home #: _____

Work #: _____ Emergency #: _____

Tenant Information: Address _____

Name: _____ Home #: _____

Work # _____ Emergency #: _____

In accordance with Chapter 27, article 2 of the Village of Bolingbrook Municipal Code (27-207)

MANDATORY ADDENDUM TO RENTAL/LEASE AGREEMENT

This Addendum is incorporated into and shall become a part of the Rental/Lease Agreement dated _____ between _____ ("LANDLORD"), AND _____ ("TENANT").

Landlord and Tenant agree as follows:

The Tenant, any member of the Tenant's household, any guest or any other person associated with the Tenant on or near the leased premises:

Shall not engage in criminal activity, including drug-related criminal activity, on or near leased premises. "drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession of any illegal controlled substance as defined in 21 U.S.C. 802;

Shall not engage in any act intended to facilitate criminal activity.

Shall not permit the Dwelling Unit to be used for or to facilitate any criminal activity, or

Shall not maintain a "nuisance" on the premises as defined in Section 27-212 of the Municipal Code of the Village of Bolingbrook.

ANY ACTIVITY PROHIBITED BY THIS AGREEMENT SHALL CONSTITUTE A SUBSTANTIAL VIOLATION OF THE LEASE, MATERIAL NONCOMPLIANCE WITH THE LEASE, AND GROUNDS FOR TERMINATION OF TENANCY AND EVICTION.

_____	_____
Dated	Dated
_____	_____
Landlord	Tenant

A copy of this document along with Rider to Lease must be included with a copy of the lease to the Somerfield Homeowners Association Property Manager.

Confirmation of Received Documents

This is to certify that I/we have received a copy of the Declaration, By-Laws and Rules and Regulations "governing documents" and any amendments to them, of the Somerfield Homeowners Association and hereby agree to abide by the governing documents as part of lease agreement.

Lessee/Tenant _____ Date

Lessee/Tenant _____ Date

As owner (lessor) I am aware and agree that I/we are jointly liable for any rule infractions by the lessee above for the property located at:

Property Address _____

Lessor/Owner _____

Lessor/Owner _____