

# Heritage on Burr Road Owners Association

## Rules and Regulations

### Article 1 DEFINITIONS

In the event a term is used in the Rules which is not defined anywhere herein, its definition shall be determined by referring, in the order which follows, the Declaration, or in the By-laws, or in its common usage within the Association, or in its commonly understood meaning as indicated both by the context in which it is found and by its dictionary definition, wherever it first may be found.

- A. Covenants-The Declaration of Covenants for Heritage on Burr Road Owners Association which was recorded in the Office of the Recorder of Deeds of Cook county, Illinois, on as Document No. 91K46796, and as amended from time to time thereafter. May also be referred to as the Declaration.
- B. By-laws-The By-laws of for heritage on Burr Road Owners Association, and as amended from time to time thereafter.
- C. Board-The Board of Directors of the Association (see Covenants).
- D. Rules and Regulations-The Rules and Regulations of the Association, as adopted pursuant to the powers available to the Association and the Board.
- E. Common Improvements - as defined in the Covenants and By-laws.
- F. Lot- as defined in the Covenants and By-laws.
- G. Lot Owner- The owners of a Lot, as defined in the Covenants and By-laws.
- H. Member or Member of the Association-see Covenants.
- I. Resident-Any person who resides on the Property, including families and tenants of Lot Owner and including a Lot Owner if the context so indicates.
- J. Common Expense or Assessment-any amount which the Board may assess or levy against a Lot Owner, either individually or collectively, including regular annual assessments, special assessments, and charges or expenses or assessments which are levied pursuant to the Covenants, By-laws, or the Rules and Regulations.

As approved at the February 1998 Annual Meeting

## Article 2

### POLICIES AND PROCEDURES REGARDING ENFORCEMENT

- A. Any complaint which alleges a violation of the Covenants, By-laws, or Rules and Regulations shall be made in writing and shall contain substantially the same information as that set forth in the Witness Statement attached hereto as Exhibit A. At a minimum, the complaint shall set forth
1. The name, address, and phone number of the complaining witness.
  2. The Owner's name, Lot number or address where the person or Resident complained of resides.
  3. The specific details or description of the violation, including the date, time and location where the violation occurred.
  4. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearing or trial which may be necessary.
  5. The signature and address of the complaining witness and the date on which the complaint is made.
- B. The board will evaluate the complaint to determine whether it is valid. the board will take a simple majority vote which will determine whether the complaint should be processed further. If the Board determines the complaint to be without merit, it will inform the complainant in writing. The complainant can appeal the Board's decision in the same manner as reversing an Architectural Review Committee decision which is outlined in the Covenants in Article III, Section 5.
- C. When a complaint is made pursuant to the above, the Owner shall be notified of the alleged violation by the Association or its duly authorized agents. The notification shall be in a manner prescribed by the Board in a form similar to that which is attached hereto as Exhibit B (hereafter "Notice of Violation"). in the event the alleged violation is not the first violation by the Owner, or in the event the violation is such that serious, immediate or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Association's attorney for appropriate action. All legal expenses and costs incurred will be assessed to the Owner's account, if the owner is found guilty of the violation. The Association's attorney if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, By-laws, or Rules and Regulations of the Association.
- D. If any Owner charged with a violation either believes that no violation has occurred or that he has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:
1. Within fourteen (14) days after the Notice of Violation has been served on the

Owner pursuant to the provisions herein, the Owner must submit, in writing, a request for a hearing concerning the violation. A hearing may be requested in writing and shall contain substantially the same information as that set forth in the Request for Hearing form attached hereto as Exhibit C and should be attached to a copy of the Notice of Violations, and delivered to the Association.

2. If a request for a hearing is filed, a hearing on the complaint shall be held before the Board. the hearing shall be conducted no later than four (4) weeks after delivery of the written request.
  3. At any such hearing, the Board shall hear and consider arguments, evidence or statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witness on his behalf. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation. the decision of the Board shall be made by majority vote and shall be final and binding on the Owner and the Association.
  4. Payment of any assessments, charges, costs, or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board has completed its determination. Notification of the Board's determination shall be made in a form similar to that which is attached hereto as Exhibit Notice of Determination Regarding Violation.
- E. If no request for a hearing is filed within fourteen (14) days, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate sanctions shall be imposed. The Owner shall be notified by the Association of any such determination using the same form and in the same manner as if a hearing had been conducted by the Board.
- F. If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, By-laws, or Rules and Regulations of the Association, the following shall occur:
1. If found to be guilty of a first violation of a given provision of the Declaration, by-laws, or Rules, the Owner shall be notified of the finding by the Association by its Board that a first violation has occurred. The first violation, at the discretion of the Board, may be considered a warning that, if any further violations occur, a fine for the violation will be imposed. in the alternative, the Board may elect to assess a fine, after considering factors including but not limited to the length of time the violator has owned a Lot or resided on the property, whether the violation was committed by the Owner, and if not, the extent of control the Owner had or should have had over the violator's conduct, the familiarity of the violator with the regulation, the severity of the violation, and other appropriate factors. In addition, any legal expenses incurred by the Association or any actual damages repaired at

- Association expense may be imposed.
2. If found to be guilty of a second or continuing violation of the same provision of the Declaration, By-laws, or Rules, the owner shall be notified of the findings by the Association or its duly authorize agents. The Owner shall also be assessed a fine.
  3. Where a fine is imposed, it shall be in the amount of \$50.00 for single incidents. all incidents are considered a single incident if corrected by the owner during the specific time frame set by the Board in the Notice of Determination Regarding Violation. Any violation not corrected by Board specified date will become a continuing violation and assessed an additional \$10.00 per day fine for days after the Board deadline.
  4. If found to be guilty of any violation, including a first violation, the notice of determination may also require the Owner to correct any damage or any unauthorized condition on the Property for which the Owner has been found responsible, to pay the costs of any repairs which have previously been made, and to pay any legal expenses and costs incurred d by the Association as a result of the violation.
  5. In the event any violation has resulted in damage to any Common property, which has not yet been repaired, or has resulted in any damage or any unauthorized condition on the property, the Owner will be given one notice of violation to correct the damage or architectural violation. if the damage or violation has not been corrected within fourteen (14) days after a finding of guilty has been made on the second violation, the Association will proceed to have the violation corrected, and the Owner will be assessed for the full cost of labor and materials required.

In addition to the foregoing assessment, and in order to encourage Owners to correct violation at their own time and expense, and in order to compensate the Association for the administrative expenses involved in obtaining and supervising any such correction, the Association will assess any Owner, who forces the Association to correct a violation, with the cost of labor an materials, s well as an administrative charge of \$100.00 or 5% of the total cost of labor and materials, whichever is greater.

- G. Any Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof. All charges imposed hereunder shall be added to the Owner's account, shall become a special assessment against the Lot and'd shall be collectible as a Common Expense in the same manner as any regular or special assessment against the Lot.
- H. Time is of the essence of this policy. Notices are deemed served either:

1. By personal delivery at the time of delivery; or
  2. By mail following seven (7) days after deposit in the United States Mail, provided that the notice has been sent both by regular first class and by certified mail-return receipt requested, postage prepaid, to the Owner at the Lot address, or to such other address as the owner shall have previously filed with the board, and further provided that either the return receipt has been signed and returned or that the notice sent by regular mail has not been returned to the Association undelivered. For Lots held in trust, the notices may be sent either to the address of the trustee, or to such address as has been provided to the Association by the trustee or the beneficial owner of the trust.
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- I. The remedies hereunder are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration and By-laws to prevent or eliminate violations thereof or of the rules and Regulations of the Association.

As approved at the February 1998 Annual Meeting

## **Article 3**

### **GENERAL RULES**

All rules, regulations, restrictions and covenants contained in the Declaration and By-laws are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in the final section of these comprehensive rules and regulations. To the extent that the provisions of applicable law, the Declaration, By-laws, or Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declaration, the By-laws, and the rules and Regulations, in that order.

These Rules and Regulations are binding on all Owners, Residents, their families and guests. Exceptions to the Rules may be made only in writing, signed by the board or its duly authorized agents following a written request by an Owner.

As approved at the February 1998 Annual Meeting

## Article 4

### RULES REGARDING THE USE, ADMINISTRATION, AND APPEARANCE OF THE PROPERTY

- A. All alterations must comply with the Covenants.
- B. Changes to Architectural Review Criteria.

Changes, including additions and deletions, to the non-new home construction related Architectural Review Criteria for Heritage on Burr road, dated effective 2/24/93 can only be changed by a majority vote of a quorum as defined in Article 2, Section 2.2 (a) of the By-laws.

- C. Assessments and Collections

- 1. All annual assessments and any special assessments or other lawful charges of the Association are due and payable on the notice date or postmark date, whichever is later. Any payment of the foregoing which is received after the 30th day of the due date shall be considered late. All payments received will be applied in such matter as determined by the Board.
- 2. Partial or non-payment of any assessments and/or other charges which are deemed late shall cause the Owner to be subject to \$10.00 per month Late Fee which shall be added to and deemed a part of the Owner's Common Expenses. This is in addition to the interest charges detailed in the covenants.
- 3. Under appropriate circumstances, the Board shall have the authority to credit back any late charges or fees which may have been added to Owner's account.
- 4. Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and By-laws. Once legal action has been commenced, all legal fees and costs will be assessed to the Owner as required by the Declaration and By-laws.

- D. Garbage and Trash

- 1. All garbage must be placed in sealed containers or sealed plastic bags so that it cannot be windblown.
- 2. Containers or bags shall not be placed outside for collection any earlier than sunset of the night prior to pick up, and containers must be retrieved by the Owner or Resident on the day of the pick-up.

3. Any litter remaining on the ground after garbage pick up should be removed by Lot Owner responsible.
  4. Garbage containers must be kept indoors at all time other than for pick-up.
  5. All construction debris must be disposed of weekly or as necessary.
- E. Landscaping
1. Trees and shrubbery, once determined to be dead, shall be removed promptly.
- F. Lighting
1. All lighting on the front of homes must be directed toward the house or in a downward position.
  2. Lights on the corners of homes must be directed along the house or in a downward position.
  3. Lights in the back may be directed outward.

As approved at the February 1998 Annual Meeting



## Article 5

### RULES REGARDING PETS

- A. No animals, other than dogs, cats, or other animals reasonably considered 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.
  
- B. An Owner is responsible for the actions of pets of anyone residing in or visiting his Lot, and the costs of repairing any damage caused by a pet shall be assessed to the Owner responsible as a Common Expense.

As approved at the February 1998 Annual Meeting

## Article 6

### RULES REGARDING CLOSINGS AND TRANSFER OF OWNERSHIP

- A. In the event of any resale of a Lot the following rules shall apply, except to the extent they are in conflict with the Law, in which case the provisions of the Law shall control.
1. The Association shall provide any required information to any Owner who requests it. Requests for information shall be requested in writing by the Owner or his or her agents, and
  2. Within thirty (30) days of the requested date of delivery.
- The Association may charge a fee in the amount of \$0.25 per page of copy for the cost of this service, or such higher amount as may be permitted by law. However, in the event a request is made which requires this information to be provided in less than the thirty (30) day period, the Association may charge the Owner an additional fee. The additional fee shall be a flat fee of \$25.00.
- B. The Association shall provide any Owner, upon ten (10) days notice to the Board or its authorized agents, a statement of his account setting forth the amount of any unpaid assessments and other charges due and owing from such Owner. The Association may charge a reasonable fee for this service, which is presently set at \$10.00 per request. In the event a request is made which requires this information to be provided in less than the ten (10) day period, the Association may charge the Owners a Flat fee of \$25.00.
- C. Anytime a Lot within the Association is sold or otherwise transferred, the prospective owner shall be contacted either directly or through the present owner, and requested to supply information essential to the Association's records and efficient functioning. At a minimum, the information should contain the new or prospective owner's name, mailing address, and a daytime and evening telephone number. The prospective owner shall be contacted by a letter and shall be required to supply the information requested therein. All information supplied by the prospective owner shall be kept confidential and shall be used for Association purposes only. In the event an Owner fails to cooperate with the Board in providing the information requested in this paragraph, the Board may suspend the rights and privileges of ownership as to that Owner until the requested information is supplied. Furthermore, all costs and expenses of the Board in obtaining the requested information, including attorneys' fees, shall be assessed to the account of that Owner as a Common Expense.

As approved at the February 1998 Annual Meeting

## ARTICLE 7

### RULES RELATED TO LEASES, TENANTS AND NON-RESIDENT OWNERS

- A. Owners who do not reside in a Lot owned by them shall provide the Board with their permanent residence address and phone numbers where they may be reached in an emergency, both at home and at work. Any expenses of the Board incurred in locating an Owner who fails to provide such information shall be assessed to that Owner as a Common Expense. Unless otherwise provided by law, any Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the Lot, and the Board shall not be liable for any loss, damage, injury or prejudice to the rights of any such Owner caused by any delays in receiving notice resulting therefrom.
- B. No Owner may lease less than the entire Lot, nor may the Lot be leased for transient or hotel purposes.
- C. Every lease shall be in writing and shall be subject in all respects to the provision of the Declaration, By-laws, and Rules and Regulations of the Association.
- D. Every Owner intending to lease a Lot shall give prior notice of one (1) month to the Board of such intention. The Board shall provide the Owner a Lease Rider (Exhibit E) which shall be added to the lease and shall be signed by all parties executing the lease. The requirement for the rider can be waived by the Board if the Owner can demonstrate that language in their lease for contains the same rights, requirements, and remedies as the Association's Rider. This waiver can only be issued in writing from the Board.
- E. Each Owner shall be responsible for providing his or her tenants with copies of the Declaration, By-laws, and Rules and Regulation. In addition, the Association shall be given a copy of the executed copy of the lease and Rider if applicable) prior to the occupancy date on said lease. This requirement shall be for both new leases, modifications, and renewal agreements. Any expenses incurred by the Association in obtaining these documents shall be assessed to the responsible Owner as a Common Expense.
- F. If a tenant violates any provision of the Declaration, By-laws, or Rules and Regulation, the Board, in its discretion, shall determine what action or actions should be taken against the Owner or tenant, as the case may be. When the Board, in its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminated the lease.
- G. All expenses of the Board, in connection with any violations under these rules, shall be assessed to the account of the responsible Owner as a Common Expense.
- H. Provisions herein which relate to the execution of new leases shall become effective upon

the expiration of any lease which is currently in effect. however, the requirements herein are effective immediately. Owners shall supply the Association with a photocopy of any existing lease no later than thirty (30) days after the effective date of these Rules.

As approved at the February 1998 Annual Meeting

## **Article 8**

### **THE PERIOD FOR NEW HOME CONSTRUCTION**

All new home construction must be completed within twelve (12) months from the time of ground breaking. An appeal for an extension may be made to the Board. If denied, penalties will be imposed.

As approved at the February 1998 Annual Meeting

**Rules & Regulations**

**A. VIOLATION COMPLAINT - WITNESS STATEMENT-Exhibit A**

PLEASE PRINT OR TYPE. Complete all the information you know. If unknown, please state so. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESSES TO VIOLATION

Witness's Name

Address

Lot No.

Phone No.

Names, Addresses, Lot address & Phone #'s of any other Witnesses

INFORMATION CONCERNING VIOLATOR

Violator's Name Address Phone No.

Name, Address & Phone # of Owner, if different

INFORMATION CONCERNING VIOLATION

Violation Date

Time Location

Section(s) of Declaration, by-laws or Rules & Regulations which was violated

Witness' Observations:

*I make 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. If I refuse to testify after filing this complaint, I agree to pay all costs and attorneys' fees lost by the association as a result of my failure to testify.*

Month xx, 199X

Signature

Date Signed

**NOTICE OF VIOLATION - Exhibit B**

DATE:

Re: Violation of Declaration, by-laws or Rules and Regulations

You are hereby notified, as the owner of Lot # at , \_\_\_\_\_ St. Charles, 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 \_\_\_\_, 19\_\_ 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. Please note that you must take the actions outlined in the Association's Covenants, By-laws or Rules and Regulations, if you believe the charges are unjustified.

Under the rules, if you fail to request a hearing within fourteen (14) days or fail to appear at a hearing on these charges, you will be found guilty by default, and fines, charges, costs, expenses and legal fees may be assessed against you and added to your account.

Please consult the Association's Rules for details on the costs associated with being found guilty of a violation. You may request a hearing by signing, dating and returning the attached Request for a Hearing form or reasonable facsimile within ten (10) days to the Association at the address below.

Very truly yours,

Heritage on Burr Road Owners Association





NOTICE OF DETERMINATION REGARDING VIOLATION - Exhibit D

Date

TO:

DATE:

On , 19 \_\_, 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 action(s) will be taken:
- You were found not guilty and no action will be taken.
- You have been found guilty of a violation of \_\_\_\_\_ of the Covenants, By-laws or Rules and Regulations. You must correct the violation by DATE. A fine in the amount of \$100.00 is now due. An additional fine of \$25.00 will be imposed for each day the violation continues past the above date until the violation has been eliminated and the Association has been notified.
- 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.
- Damages have occurred or an architectural violation exists, as charged in the complaint, and you are ordered to have the damages or violation corrected or repaired at your own expense.
- 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.

Heritage on Burr Road Owners Association

\_\_\_\_\_  
BY:

\_\_\_\_\_  
TITLE:

\_\_\_\_\_  
ADDRESS:

**Exhibit E - RIDER TO LEASE**

DATED \_\_\_\_\_ BETWEEN (Lessor/Landlord/Owner) \_\_\_\_\_

AND (Lessee/Tenant) \_\_\_\_\_ RELATING TO LOT # \_\_\_\_\_

This Rider is added to and made a part of the attached lease in accordance with the Rules and Regulations of Heritage on Burr Road Owners Association. By this Rider the undersigned parties to said lease expressly acknowledge that

- (a) in accordance with the Declaration of Ownership Heritage on Burr Road Owners Association, every lease (and extensions or renewals thereof) and the parties thereto, shall be subject in all respects to the provisions of said Declaration as well as the by-law's and Rules and Regulations of the Association, and
- (b) any failure by the lessee to comply with the terms of the Declaration, by-law's and Rules and Regulations shall be a default under the lease and shall subject the parties to the disciplinary and enforcement powers of the Association, including but not limited to, the right of the Association to terminate the lease and evict the lessees under the provisions of Article IX of the Illinois Code of Civil Procedure.

In addition, the Heritage on Burr Road Owners Association shall be a third party beneficiary of said lease and shall be entitled to pursue all available legal and equitable remedies available to either party under the lease in the event of any default.

The rights and remedies of the Association described in this Rider shall be in addition to, and not in lieu of, any and all other legal and equitable rights and remedies available to the Association. No rights of the Association shall be deemed to have been waived or abrogated by reason of any previous failure to enforce the same.

By our respective signatures below, we hereby acknowledge that we have received a copy of the Declaration, by-law's and Rules and Regulations of the Heritage on Burr Road Owners Association and that we have read this Rider, understand its contents and agree to be bound by its terms.

\_\_\_\_\_  
Lessor (Landlord/Owner)

\_\_\_\_\_  
Lessee (Tenant)

\_\_\_\_\_  
Lessor (Landlord/Owner)

\_\_\_\_\_  
Lessee (Tenant)

Date \_\_\_\_\_