

Summerfield Homeowners' Association  
Rules and Regulations

Adopted March 23, 2023

Preface

When the Summerfield Homeowners' Association (the Association) was established, a formal Declaration of Covenants was written and recorded in the Will County Recorder of Deeds' office as a permanent record providing the guidelines under which the Association operates. Homeowners receive a copy of this Declaration which contains the Covenants when they purchase their home. All Homeowners are bound to the provisions of the Declaration and Covenants.

The Declaration provides that the Board may adopt Rules and Regulations to augment the provisions of the Declaration to provide comfortable surroundings, appreciating property value, and the orderly administration of the Association.

All rules, regulations and restrictions contained in the Declaration and Covenants are incorporated as part of these Rules and Regulations and are subject to the enforcement policies set forth in this document. To the extent that the provisions of applicable law, the Declaration, Bylaws, or the Rules and Regulations are in conflict, the provisions of applicable law shall first control, followed by the provisions of the Declarations, the Bylaws, and the Regulations, in that order. In other words, a violation of the Declaration or the failure to comply with an order of the Board shall be deemed to be a violation of these Rules and Regulations and subject to the enforcement provisions contained in them.

These Rules and Regulations are binding on all Owners, residents, their families, and guests. Exceptions to the Rules and Regulations may be only in writing, signed by the Board or its duly authorized agents following a written request by a Homeowner. All references in the Rules and Regulations to Property Owners, residents and tenants are interchangeable and each shall be jointly and severally liable and responsible for actions or violations.

These Rules and Regulations may be amended by vote of the Board of Directors at a duly called meeting. Notice will then be provided to the homeowners of a pending change. You have the right to petition the homeowners to change a regulation if you feel that a particular regulation no longer applies or is unduly restrictive of the majority.

In order to keep Summerfield Homeowners Association a pleasant place to live, keep maintenance costs down and maintain the value of property, it is the responsibility of the homeowners to report violations of the Rules and Regulations. It is also the responsibility of all homeowners to obey the Rules and Regulations of the Association.

It is the responsibility of the Board of Directors to respond to reported violations in a timely manner following Exhibit A-D. It is not the responsibility of the Board of Directors to police the subdivision for violations. The board is made up of homeowners in the association that are volunteering their time to keep our neighborhood from being run by a land management company which would raise assessments and lower the care of our common areas.

Any City of Joliet violations should be reported directly to the city through their reporting system.

## **Section 1 - Definitions**

If a term is used in the Rules and Regulations which is not defined anywhere here, its definition shall be determined by referring in the order which follows: to its definition as used either in the Declaration, the Bylaws or in the 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. Other definitions which are specific to the Association are:

1. **Assessment:** Any amount which the Board may assess against an Owner, either individually or collectively, including regular yearly assessments, special assessments and charges or expenses or fines, which are levied pursuant to the Declaration, Bylaws or the Rules and Regulations.
2. **Bylaws:** Regulations for the administration and management of the Association
3. **Common Elements or Common Property or Common area:** The common elements are all property in Summerfield Subdivision except platted lots and all public streets. This includes, but is not limited to, ponds, fountains, berms, public sidewalks, entrance monuments, and the corners at the monuments.
- 3 **Owner:** The person or persons whose estates or interests individually or collectively own the property.
- 4 **Ownership of the Property:** All the real property against which the Declaration has been recorded, including any improvements on it.
- 5 **Resident:** Any person who resides on the property, including families of Owners and tenant or tenants of Owners and including the Owner himself.

## **Section 2 - General Rules**

### Animals

No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats or other household pets so long as they are not kept, bred, or maintained for commercial purpose. No dog kennels of any type are allowed. Household pets must be housed inside the original unit. (Covenants Art VII, Sec 7). All pets must be leashed while on any Common Property. All pet owners must immediately clean up after their pets when walking on common and private grounds within Summerfield. Owners who do not clean up after their pet will be fined according to the fee schedule (Section 6 B)

### Antennas

No exterior antennas, aerials or other apparatus (except as expressly permitted by FCC regulation) for the reception or transmission of television, radio or other signals of any kind are allowed. Where such installation is expressly permitted by FCC regulations, the installation may not encroach on common areas.

## Architectural Approval

Owners are required to submit proposed architectural changes to their property in writing to the Board using Attachment A. Attachment A may also be found on the HOA website. The project is not permitted to start until written approval is received and approved. A written reply will be submitted to the homeowner within fifteen (15) days after the date of filing Attachment A. In the event that the Board fails to approve or to disapprove such application within fifteen (15) days after the date of filing the plans, its approval will not be required. (Article VI, section 2c) All applications must be complete at time of filing.

## Board Member Meetings:

Board members must meet quarterly. All members of the Board of Directors will be in compliance with all Covenants, Bylaws and Rules and Regulations. No outstanding assessments or fines will remain unpaid, and if a Board of Directors member is not in compliance, the member will be removed from the Board at the next Board meeting. The unexpired term will be considered open and may be filled by appointment.

## Common Areas

The association shall maintain, manage, repair, replace and pay for all expenses in connection to the common areas. No signs shall be posted in the common areas unless for the purpose of safety or approved by the Board. No toys or personal property is to be left or stored in the common areas. No boats or rafts of any kind are allowed on or near the ponds. No swimming, wading, skating, ice skating, sledding or boating is allowed in the ponds. No rocks are to be thrown into the pond. The association prohibits walking across the ice in the ponds during winter months. Any person doing so will be responsible for his/her own risk and will be responsible for the consequences.

## Decks

All decks must be approved by the Board using the architectural approval form (Attachment A). A permit must also be filed with the City of Joliet before work can commence.

## Emails

All homeowners will supply and keep current at least one working email to the HOA Board. This information will not be used or shared outside of HOA business. Any emails written to the Board that do not require an approval will be replied to within seven (7) business days.

## Fences

No cyclone fences (chain-link) are allowed. All fences have a maximum height of six (6) feet. (Covenants Article VII, Section 12) All fences must be approved prior to installation using the architectural approval form (Attachment A). A permit must also be filed with the City of Joliet before work can commence.

## Gazebos/Pergolas/Roofed Structures

All gazebos/pergolas/roofed structures must be approved by the Board using the architectural approval form (Attachment A). A permit must also be filed with the City of Joliet before work can commence.

### Landscaping/Lawns

Lawns are to be maintained at a height of no more than eight (8) inches. No unsightly growths shall be permitted to grow or remain upon any lots. Yard clippings including but not limited to leaves and grass may not be blown, swept or moved into the street. Trees/bushes must clear a space of at least fifteen (15) feet above the vehicular traffic portion of the right-of-way. They must clear a space of at least seven (7) feet about a sidewalk. They shall not obstruct any lamp or street light. They shall not obstruct the view of any street, intersection, sign, or traffic control device. They shall maintain the free and uninterrupted movement of vehicular and pedestrian traffic. (City of Joliet ordinances)

### Garbage and Trash

No refuse pile(s) shall be allowed to be placed on any lots. Trash, garbage and other waste shall be kept in sanitary containers which must be properly maintained. (Covenants Art VII, Sec 8) Containers shall be maintained out of sight from the street except on days that such trash, garbage and other waste is to be collected. The City of Joliet requires garbage, recycle bins and/or seasonal tree and bush trimmings be placed outside for collection no earlier than 6:30pm the night before collection day. Containers are to be removed from the street within 10 hours of collection.

### Guns

The discharge of any guns, pistols, or other firearms within the properties or common areas is prohibited. The term "firearms" includes "BB" guns, pellet guns, and other firearms of all types regardless of size. (City of Joliet code of ordinance no. 18205)

### Lot use

No lots shall be used except for residential purposes. No trade, business, or commercial enterprise of any type whatsoever is permitted or maintained on any of the lots. (Covenants Art VII, Sec 1) No trailer, tent, garage, barn, motorized home or temporary structure may be used for a temporary or permanent residence. (Covenants Art VII, Sec 14)

### Member (Owner) Meetings

Member meetings will occur at least once per year. All meetings will be conducted in a civil manner with discussions aimed at the point at hand. Any disruption will not be tolerated and the person causing the disruption will be removed promptly from the meeting. All members must be current in their assessments in order to vote at any meeting.

### Nuisance

No portion of the properties shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the properties.

The front and side exterior of units may not be used for storage. Ladders, bags of fertilizer, lawnmowers & tools, garbage cans, etc., must be stored out of sight. Normal patio/deck items such as lawn furniture and BBQ grills are allowed in the rear yard. Firewood may be neatly stacked on the side or rear of the unit. Compost centers should be screened from view and properly maintained so as not to emit foul odors.

### Parking

No camping trailers, boats, tractors, trucks, motorcycles, mobile homes, commercial vehicles, or other vehicles of any type whatsoever are to be parked, stored, or left unattended, permanently or temporarily, on any of the lots, except in garages. Operable automobiles owned by the homeowners and their invitees may be parked on the owners' driveways and public streets as permitted by law. Vehicles should NOT be blocking sidewalks at any time, as this is a City of Joliet violation. Non-drivable private vehicles may not be parked in the subdivision at any time. (Covenants Art VII, Sec 4)

### Pools

All above ground and inground pools must be approved by the Board using the architectural approval form (Attachment A). A permit must also be filed with the City of Joliet before installation.

### Signs

No signs of any kind shall be displayed to the public view on any lot except one sign, no more than two square feet, advertising the property for sale or rent. (Covenants Art VII, Sec 6)

### Snowfall

Per the City of Joliet, all vehicles must be removed from the street when over 2 inches of snowfall accumulates. Shoveling or plowing snow into the street is strictly prohibited by local ordinance. Sidewalks should be cleared to the pavement at least one shovel's width within 24 hours after a snowfall event. This makes it easier for children to walk to school or the bus stop.

### Sheds

Sheds shall not, under any circumstances, be used as a living space for any person or animal. (Covenants Art VII, Sec 14). Homeowners are responsible for the maintenance of the shed on their property. This includes repair of any broken doors, windows, walls, roof, etc. No items may be stored outside of or attached to the shed; they must all be inside, out of view. All new sheds must be approved by the Board using the architectural approval form (Attachment A). A permit must also be filed with the City of Joliet before installation.

### Snowmobiles, ATV's, Motorcycles and Other Motorized Vehicles

Operation of any motorized vehicle, including but not limited to Snowmobiles, ATV's and Motorcycles, is not permitted on any of the grassy common areas of Summerfield including along the landscaping berms or around the retention ponds.

## Solar Panels

The installation of solar panels on a home must comply with the building ordinance of Joliet. Homeowners should take into account those homes in close proximity and do nothing to impede their enjoyment of their property.

## Trailers and Temporary Structures

No trailers or other structures of a temporary nature shall be placed, parked or stored upon any lot or any part of the properties. (Covenants Art VII, Sec 4)

### **Section 3 - Renting/Leasing**

Renting or leasing is defined as regular, exclusive occupancy of a unit or home on a lot or property by any person or persons other than the owner for which the owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument. Properties may be leased only in their entirety. No transient tenants may be accommodated in a property. All leases shall be in writing and shall be for an initial term no less than 30 days, except with the prior written consent of the Board of Directors. Every lease shall contain the following provision: "THIS LEASE IS SUBJECT TO THE COMPLIANCE BY THE LESSOR AND THE LESSEE WITH ALL THE PROVISIONS OF THE DECLARATION, BY-LAWS, AND RULES AND REGULATIONS OF THE SUMMERFIELD HOMEOWNERS ASSOCIATION". The property owner shall give a copy of any lease, together with such additional information as may be required, to the Board within 10 days of execution of the lease.

The property owner must make available to the lessee copies of the Declaration, By-Laws, and the Rules and Regulations, and the lessee shall be subject to and shall comply with all the terms thereof. If the tenant violates any provision of the Declaration, By-Laws, or Rules and Regulations, the Board at its discretion shall determine what actions or actions should be taken against the Property Owner and/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 terminate the lease.

All Property Owners who do not reside in a residence owned by them shall provide the Board with their permanent residence address, email address, and phone numbers where they can be reached in an emergency. Any expenses incurred by the Association when an Owner fails to provide such information shall be assessed to the property owner. Unless otherwise provided by law, 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 property and the Association 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.

## **Section 4 - Assessments**

The Summerfield Homeowners Association exists to help maintain and enhance the property values of our homes, and to provide a warm, inviting environment for all of our residents. To properly fund all Summerfield HOA obligations, it is critical to have full compliance with the payment of all assessments. The Summerfield HOA Board of Directors take very seriously its obligation under the Declaration of Covenants to ensure all members pay their assessments.

Assessments are billed annually. Payment is due by January 31st. The Board shall mail the required payment invoice statement to each lot owner 30 days in advance of the due date. The invoice will notify each homeowner of the balance amount owed. The loss of or failure to receive the payment statement shall not excuse the homeowner from the annual assessment obligation, nor be construed as an excuse for late payment, and shall not be allowed as a basis to request waiver of any late fees. It is the homeowners responsibility to apply the annual assessment prior to the due date by giving time for payment processing. Payment shall be made by personal check, bank electronic check, money order/cashier's check or credit card via the HOA website.

Any payment not received by due date will be subject to a late fee of \$50 and a late notice will be sent to each delinquent owner. Any payment, including late fees, not received by March 31st will be forwarded to the Association's attorney for collection. Any legal fees incurred by the Association will be assessed to the Property Owner as required by the Declaration. The Summerfield HOA has the right to place a lien against the property and pursue all rights of recovery as allowed by law, including eviction under the required state regulations.

All payments received will be applied to the payment in the following order: legal fees, late charges, past assessment dues, current assessment dues.

Any payment of less than the full amount of the assessment will be subject to a late fee of \$50 after the due date unless payment arrangements have been made.

For account balances in which homeowners made the annual assessment payment, but didn't pay any additional outstanding balances owed, or related late fees posted to the account, the owner will be charged a monthly fee of \$25.00 per month for a maximum of six (6) months until the balance is paid in full by the homeowner, or is turned over to legal collections.

Under appropriate circumstances, the Board shall have the authority to credit back any late charges which may have been added to the Owner's account.

Any extension of payment plans for assessments is at the discretion of the Summerfield HOA Board of Directors. The Board is not legally obligated to make allowances for specific hardship cases; however, the Board of Directors will carefully consider all hardship appeals. Loss of a homeowner's job due to a layoff or financial hardship due to unforeseen medical expenses are examples where the Summerfield HOA Board of Directors may elect to work with the homeowner to establish a schedule for payment of assessments. If an extension of payment plan is granted by the Board and the homeowner at any point fails to oblige with said schedule of payments, the remaining balance will be immediately turned over to the Attorneys to proceed with collections and the homeowner will be responsible for all associated fees/costs.

Homeowners renting their homes are responsible for providing the Summerfield HOA Board a forwarding mailing address for processing the annual assessment within the terms. Failure to do so means all late fees applied to the individual account are the lot owners responsibility to pay. It is the lot homeowner's

responsibility to apply the annual assessment by the due date. The lot homeowner is responsible for all fees/costs incurred as part of the collection process.

### **Section 5 - Transfer of Ownership**

In the event that a property Owner places their home on the market to be sold, it is the property Owner's responsibility to inform their listing agent that Summerfield has a Homeowners Association and details concerning the association, including the website and any contact information.

Selling Member(s) or their attorneys must submit written notice to the HOA board of the sale of their unit within twenty-one (21) days prior to closing. Once the HOA board is notified, a Paid Assessment Letter stating the current status of assessment payments, any other charges due and owing from said Member, and the existence of any violations will be emailed. It is the responsibility of the homeowner(s) to notify the HOA board regarding a transaction involving their property. A 22.1 Disclosure form will also be provided if requested. The HOA collects a fee of \$100 for these services.

Selling Members(s) or their attorneys must supply the Purchaser with copies of the Summerfield Homeowners Association Declarations, By-Laws, and Rules and Regulations. These can be found on our website [www.summerfieldplfd.com](http://www.summerfieldplfd.com) for free or a written copy can be obtained from the board for a fee of \$50.

Selling Member(s) or their attorneys, at the time a Paid Assessment Letter is requested, must supply the HOA board with the names and email addresses of the New Member(s) as well as the date of closing. This information is necessary to keep records current for the Association.

### **Section 6 - Association Violation Process**

The Joliet Police department should be called for immediate action regarding the violation of rules that relate to city ordinances such as excessive noise, trespassing, traffic violations, parking issues, etc. Non-urgent city of Joliet violations should not be reported to the HOA board. They should be reported to Joliet through the CitizenVUE reporting system (overgrown grass, trees, potholes, storm sewers, street signs, etc). All other violations of these rules should be reported to the Board in writing, using the following forms either by mail or through the website.

## **ENFORCEMENT PROCESS**

### **A. Intent**

The purpose of the enforcement section of these Rules and Regulations is to provide a governing mechanism that establishes a set of procedures that will enable the Board to reach decisions which will promote the common good of the Association. The Board reserves the right to consider mitigating circumstances when enforcing the Declaration or these Rules & Regulations. Such exceptions shall not constitute a waiver of the Association's right to enforce the Declaration and the Rules & Regulations in their entirety in the future. Unless the Board is notified of the rule infractions by the Owners that witness



them, the rules cannot be enforced. While the Board does not serve as a police department or referee between disputing Owners, each Owner's cooperation and participation is encouraged. Please note that the Board can only enforce violations of the Association's Declaration and Rules and Regulations. Any violations of governmental code or law must be referred to the appropriate governing body.

**Please note:** These Association Rules & Regulations constitute only a portion of the complete covenants, by-laws, and rules of the Association. The remedies provided in these Rules & Regulations are not exclusive, and the Board may, in addition, take any action provided at law, in equity, or in the Declaration to prevent or eliminate violations thereof or of these Rules & Regulations of the Association. Additionally, in the event the Board determines a violation to be of an exceptional nature, the Board reserves the right to forego the remedies provided in these Rules & Regulations and to instead pursue any and all rights and remedies provided at law, in equity, or in the Declaration to prevent or eliminate violations of these Rules & Regulations.

#### B. Fines

The Board has set up a fining structure for violations. The fining structure shall be as follows:

1. 1<sup>st</sup> offence – written warning
2. 2<sup>nd</sup> offence - \$25.00 fine
3. 3<sup>rd</sup> offence - \$50.00 fine
4. 4<sup>th</sup> offence and subsequent offence – minimum \$100.00 fine
5. Fines for violations of a continuing nature -- \$25.00 initial fine plus an additional fine of \$5.00 per day until the violation is corrected

#### C. Notice and Hearing Procedure

1. Any complaint which alleges a violation of the Declaration or Rules & Regulations shall be made in writing and shall contain substantially the same information as that set forth in the Violation Complaint Form attached hereto as Exhibit "A". Such complaint shall be sent to the Board in writing.

At a minimum, the complaint shall set forth:

- a. The name, address and phone number of the complaining witness;
- b. The Owner's name, Unit number or address of the Unit where the person or resident complained of resides;
- c. The specific details or description of the violation, including the date, time and location where the violation occurred;
- d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings or trial which may be necessary; and

- e. The signature of the complaining witness and the date on which the complaint is made.

When a complaint is made pursuant to the above, the Owner shall be notified in writing of the alleged violation by the Association or its duly authorized agents.

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 and forego the procedures set forth in these Rules and Regulations.

The Association's attorney, if contacted regarding the violation, shall send 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 or Rules and Regulations.

2. If any Owner charged with violation believes either that no violation has occurred or that he or she has been wrongfully or unjustly charged hereunder, the Owner must proceed as follows:

a. Within fourteen (14) days after the Notice of Violation has been delivered to the Owner pursuant to the provisions herein, the Owner must submit, in writing a request for a hearing concerning the violation.

b. If a request for a hearing is filed, a hearing on the complaint shall be held before the Board at the next regularly scheduled Board meeting or by special arrangement with the Board.

c. 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 witnesses on his or her behalf. Following a hearing and due consideration, the Board shall issue its determination regarding the alleged violation in a timely manner. The decision of the Board shall be made by majority vote of the Board, whose decision shall be final and binding on the Owners and the Association. In the event of a tie vote, the vote of the President shall be the vote of the Board.

d. Payment of any violation fines, charges, costs or expenses made pursuant to the provisions contained herein shall not become due and owing until the Board has made its determination.

3. If no request for a hearing is filed within fourteen (14) days after the Notice of Violation has been delivered to the Owner, a hearing will be considered waived, the allegations in the Notice of Violation shall be deemed admitted by default, and appropriate remedies shall be implemented.

#### D. Remedies

If an Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration or Rules and Regulations of the Association, the following shall occur: The Owner shall be notified of the finding by the Association or its duly authorized agents that a violation has occurred and notified of the amount of the fine, if any, that will be charged to the Owner as set forth in

these Rules and Regulations. In addition, any legal expenses and costs incurred by the Association or any actual damages incurred at the Association's expense may be charged back to the Owner.

Any Owner assessed hereunder shall pay any charges imposed within thirty (30) days of notification that such charges are due. All charges imposed hereunder shall be charged to the Owner's account and shall be collectible in the same manner as any regular or special assessment against the Owner, as provided in the Declaration. Failure to make the payment on time shall subject the Owner to all of the legal or equitable remedies necessary for the collection thereof.

Failure to rectify a violation can result in legal action and/or action by the Board to correct the violation, and all expenses incurred by the Association, including but not limited to attorneys' fees and court costs, in connection with any violations of the Declaration or these Rules and Regulations and/or the enforcement thereof shall be charged to the responsible Owner's account.

Exhibit A

Summerfield Homeowners' Association

VIOLATION COMPLAINT - WITNESS STATEMENT

PLEASE PRINT OR TYPE. Complete all known information, if unknown, so state. Attach additional sheets if necessary.

INFORMATION CONCERNING WITNESS (ES) TO VIOLATION:

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Witness's Name	Address	Phone No.
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Names, Addresses, & Phone #'s of any other Witnesses

INFORMATION CONCERNING VIOLATOR:

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Violator's Name	Address	Phone No.
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Name, Addresses, and Phone # of Unit Owner, if different

INFORMATION CONCERNING VIOLATION:

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Violation Date	Time	Location
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Section(s) of Declaration, By-Laws or Rules & Regulations violated

Witness' Observations:

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Were any photographs or recordings made? Yes No By whom?

Include all recordings or photographs with this form or forward as soon as possible. Include the name of the person who made the recording or photograph, the date it was made and the name of anyone else who was present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO BE. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEY TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

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Signature

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 , 20 \_\_\_\_\_

Date Signed

Exhibit B

NOTICE OF VIOLATION FROM SUMMERFIELD HOA

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

SEND: CERTIFIED MAIL RETURN RECEIPT REQUESTED

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

You are hereby notified, as the Owner of the Unit at \_\_\_\_\_, Plainfield, Illinois that you are charged with a violation of the Association's Declaration or Rules and Regulations. The actions which caused this complaint occurred on or about \_\_\_\_\_, 20\_\_\_\_, and are described as follows:

\_\_\_\_\_  
\_\_\_\_\_

The Association is governed by the Declaration and various Rules and Regulations which you are charged with violating. You must take the action explained in the Association's Policy and Procedures section in the 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 (PER YOUR REQUEST) ON THESE CHARGES, YOU WILL BE FOUND TO HAVE COMMITTED THE VIOLATION(S) BY DEFAULT, AND FINES, CHARGES, COSTS, EXPENSES AND LEGAL FEES MAY BE ASSESSED AGAINST YOU AND ADDED TO YOUR ACCOUNT. ADDITIONALLY, IF YOU REQUEST A HEARING AND FAIL TO APPEAR, THE HEARING MAY PROCEED WITHOUT YOU.

IF A VIOLATION EXISTS WHICH HAS RESULTED IN DAMAGE TO ANY COMMON AREA OR HAS RESULTED IN ANY DAMAGE OR ANY UNAUTHORIZED CONDITION ON THE PROPERTY AND IT IS DETERMINED THAT YOU ARE RESPONSIBLE FOR SUCH DAMAGE, THE ASSOCIATION MAY CORRECT THE VIOLATION AND ANY SUCH DAMAGE AT YOUR EXPENSE. Please consult the Association's Declaration and Rules and Regulations for further details.

You may request a hearing by signing, dating and returning the attached Request for a Hearing form to the Association at the address listed below. The request MUST be received within fourteen (14) days.

Summerfield Homeowners Association

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

cc: Regular Mail

Exhibit C

REQUEST FOR A HEARING

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_

I hereby request a hearing on the charges made against me as contained in the Notice of Violation dated \_\_\_\_\_, 20\_\_\_\_, alleging a violation of the Declaration or Rules and Regulations of Association.

\_\_\_\_\_

Owners Signature

\_\_\_\_\_

Owners Printed Name

\_\_\_\_\_

Address

City

State Zip

\_\_\_\_\_

Phone

Date

Exhibit D

NOTICE OF DETERMINATION REGARDING VIOLATION

TO: \_\_\_\_\_ DATE: \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, you were notified of a violation of the Declaration or Rules and Regulations of the Association. Pursuant to the Association rules:

A hearing was held at your request; OR

You have admitted to the violation by DEFAULT and waived you 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 to have committed the alleged violation and no action will be taken.

A \_\_\_\_\_ violation of the Association's Declaration, (1st, 2nd, etc.) or Rules and Regulations has occurred and a fine in the amount of \$ \_\_\_\_\_ is now due.

Damages, expenses and administrative charges in the total amount of \$ \_\_\_\_\_ have been incurred 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 the Association's attorneys to inform you that legal proceedings will be instituted if further violations occur, and the expenses incurred will be assessed to you.

Summerfield Homeowners Association

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

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



## Attachment A

**Summerfield Homeowners Association**  
Application and Review Form

Date submitted \_\_\_\_\_ Lot # \_\_\_\_\_  
 Name of Owner(s) \_\_\_\_\_ Phone number \_\_\_\_\_  
 Address \_\_\_\_\_ Email \_\_\_\_\_

Description of the proposed improvement, alteration or addition:

J.U.L.I.E Dig # \_\_\_\_\_

**\*\*NOTE\*\*** Please be sure this conforms to any requirements set forth by the City of Joliet, County, State, etc and that any necessary permits have been obtained prior to installation.

The following information must be included with this request form:

1. Plat of survey depicting the location of the proposed improvement.
2. Description of the proposed improvement as accurate as possible (pictures and drawings are helpful)
3. Type of material to be used.

Under no circumstances does approval by the Homeowners Association indicate full authorization. It may be necessary to obtain building permits and structural approval as required by the City of Joliet. All improvements are subject to local building regulations and restrictions of record.

If the homeowner proceeds without all the necessary approvals, they may be subject to legal proceedings as well as having to remove all unauthorized improvements. Formal written approval may take up to fifteen (15) days. Please allow enough time prior to onset of work to be done for the review process.

All work must begin within 90 days of approval. Work must be completed within 120 days after commencement unless noted otherwise. Failure to meet the deadlines voids this approval and reapplication will be required.

\_\_\_\_\_  
Homeowner(s) signature

Submit completed request form and required documentation to Summerfield HOA, PO Box 590, Plainfield, IL 60544 or email the form to summerfieldhoa.plainfield@gmail.com

Internal use only:

Date received \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date written notification mailed \_\_\_\_\_

Reason if Denied \_\_\_\_\_

Signature of Board member \_\_\_\_\_