

**RULES AND REGULATIONS  
FOR  
HUNT CLUB MEADOWS HOMEOWNERS ASSOCIATION**

Adopted and Effective this   13   day of   January  , 2016.

**PREAMBLE**

These Rules and Regulations have been adopted with the intent of providing the Owners of Hunt Club Meadows Homeowners Association (hereinafter "Association") with a practical plan for day-to-day living at the Association. The goal is to provide the Owners and occupants of the Association with specific information and a practical guide related to the daily living within the Association.

These Rules and Regulations shall supersede any other Rules and Regulation for the Association. Final authority for interpretation of these Rules and Regulations lies with the Board of Directors.

**A. DEFINITIONS**

1. "Owner" shall mean and refer to the record Owner, whether one or more persons, of fee simple title to any Lot, including contract sellers, but excluding those who have such interest merely as security for the performance of an obligation.
2. "Board" shall mean and refer to the Board of Directors of the Association.
3. "Dwelling" shall mean any building located on a Lot and intended for the shelter and housing of a single family.
4. "Improvements" shall mean and include Dwellings, any and all buildings, outbuildings, driveways, pedestrian walkways, fences, decks, patios, sidewalks, and all other structures of every kind and description located on or proposed to be located on a Lot or Lots.
5. "Lot" shall mean a lot of record established by the Plat for Hunt Club Meadows.
6. "Conservation Area" shall mean Lots 7A, 10, 15, A and B, along with all "Easement" areas, as depicted on the Plat for Hunt Club Meadows, as recorded with Will County document R2005111937 and governed by document R2005112036 "Deed Restrictions/Covenant Conservation Easement" (i.e. the open space areas).

**B. VIOLATIONS**

1. For Declarations, By-Laws and Rules and Regulations to be completely effective and enforceable, each Owner and/or occupants should be in a position to report violations to the Board. Owners and/or occupants reporting violations should be objective in their reports.
2. Owners are ultimately responsible for the actions of their guests, visitors, or anyone residing in their home.

3. Except for those violations noted by the Board and/or its agent, all reports of violations must be written, signed by an Owner within the Association, and delivered or mailed to the Board. A copy of the Violation Report form is attached hereto. However, the Board will accept hand written reports in the same general form as the enclosed form.
4. Please note that any such Violation Report submitted to the Board may be reviewed by the Board and the alleged violator in executive session. Owners should be aware that in order for the Board to properly address violations, it may become necessary for the reporting Owner to testify, from time to time, in legal or other proceedings. Owners acknowledge and understand that in the event that such testimony is required and the Owner declines to testify, the Board may not be able to adequately address the alleged violation.

### **C. FINE PROCEDURE**

1. The Board will review each report of violation.
2. The offending Owner will be notified in writing, using the attached Violation Notice form or any proper report. Such notice shall be sent by regular mail or email or hand delivered to the offending owner.
3. Should an Owner wish to contest the violation he or she must request for the Board to hold a hearing meeting, regarding his or her Violation Notice. The Owner will be given the opportunity to present any evidence on his/her behalf.
4. At the hearing, the Board will advise the owner of the evidence it has of the alleged violation. The offending Owner will then have the right to present his/her case. The Board has the right to limit the length of the meeting.
5. At the conclusion of the hearing, the Board will vote on whether or not a violation has been proven and if a monetary fine will be imposed. A majority of the Board then present must approve the imposition of a fine. Within fourteen (14) days of the hearing, the Board will provide the Owner with written notification of the findings. The Board's decision is deemed FINAL.
6. If an Owner fails to attend the hearing or submit a written request to reschedule the meeting, his/her failure to attend the hearing will result in the allegations being deemed admitted.
7. *If the Board determines that the Owner and/or occupant is guilty of the violation, fines will be posted to the Owner's account. Fines will be applied as follows:*

#### ***a. Minor Offense:***

*First Offense: The Owner will have seven (7) days to correct the violation. Failure to correct the violation within that time frame, will result in the assessment of a \$25.00 fine.*

*Second Offense of the same violation: Immediate assessment of \$45.00 fine*

*and the Owner having seven (7) days to correct the violation before the assessment of subsequent fines.*

*Subsequent Offenses of the same violation: Immediate assessment of \$100.00 fine and/or imposition of a daily fine not to exceed \$10.00/day until the violation is abated; and/or initiate any other recourse allowed by the Declaration, By-Laws or applicable Illinois law, including but not limited to initiating legal action.*

*At all times, the Board has the right to pursue any and all legal or equitable remedies available to it to address a violation, in addition to or instead of imposing a fine, to enforce any of the restrictions within the Rules, Declaration or Bylaws for the Association.*

***b. Major Offense:***

*First Offense: The Owner will have seven (7) days to correct the violation. Failure to correct the violation within that time frame, will result in the assessment of a \$50.00 fine.*

*Second Offense of the same violation: Immediate assessment of \$100.00 fine and the Owner having seven (7) days to correct the violation before the assessment of subsequent fines.*

*Subsequent Offense of the same violation: Immediate assessment of \$200.00 fine and/or imposition of a daily fine not to exceed \$25.00/day until the violation is abated; and/or initiate any other recourse allowed by the Declaration, By-Laws or applicable Illinois law, including but not limited to initiating legal action. At all times, the Board has the right to pursue any and all legal or equitable remedies available to it to address a violation, in addition to or instead of imposing a fine, to enforce any of the restrictions within the Rules, Declaration or Bylaws for the Association.*

***IF THE MAJOR OFFENSE COMMITTED VIOLATES SECTION G, PARAGRAPH 18 OF THESE RULES AND REGULATIONS, OR IF AN OFFENSE CAUSES IMMEDIATE RISK TO INDIVIDUAL SAFETY OR VALUE OF THE ASSOCIATION PROPERTY, THE BOARD OF DIRECTORS CAN IMMEDIATELY ASSESS A \$200.00 FINE AND/OR IMMEDIATELY INITIATE ANY OTHER RECOURSE ALLOWED BY THE DECLARATION, BY-LAWS OR APPLICABLE ILLINOIS LAW, INCLUDING BUT NOT LIMITED TO INITIATING LEGAL ACTION.***

8. In all cases, fines are charged to Owners and the Owner is responsible for payment of the fines. If the Owner's guest violated the Declaration, By-Laws or these Rules and Regulations, the Owner is still responsible for payment of the fine. Any costs incurred by the Association which are associated with investigating, pursuing or resolving a Violation will be charged to the homeowners account, if it is found that the homeowner is in violation.
9. Should Owners delay in payment of fines, they will be referred to the attorney for collection in the same manner as late assessment payments are now referred.

10. An Owner who violates these Rules and Regulations, or any restriction within the Association's Declaration or Bylaws, will be responsible for reimbursing the Association for any and all costs and attorney's fees incurred by the Association in addressing the violation.

#### **D. REFUSE, RECYCLING AND YARDWASTE COLLECTION**

1. Garbage and Trash
  - a. Garbage and trash collection practices shall comply with local ordinances.
  - b. No garbage, trash or refuse/recycling cans, containers or receptacles shall be kept in front of the dwelling.
  - c. Garbage, trash and/or refuse/recycling cans shall be placed in such a manner, so that they are not visible from the street or from a neighbor's house, until set out for pick-up.
  - d. Miscellaneous garbage, junk, trash or "burn pile" in yards are not permitted.
2. Recycling
  - a. Recycling collection practices shall be in compliance with local ordinances
  - b. All recycling is to be placed in recycling bins and stored in the dwelling, garage, or other area, so that the containers are not visible from the street or from a neighbor's house, until set out for pick-up as described above for garbage and trash.

*A violation of this section shall constitute a **minor** offense.*

#### **E. PARKING**

1. Trucks, boats, recreational vehicles, commercial vehicles, mobile homes, travel trailers, storage trailers (open or enclosed), buses or other like vehicles (other than private automobiles) shall not be parked on the streets, lots or the drives/driveways of a dwelling. If kept, any and all such vehicles must be confined to the garage. Temporary parking of such vehicles is permitted in driveways, up to 30 days total per year. Inoperable vehicles of any kind are not permitted in the driveways or lots or conservation areas. Golf carts and other such vehicles, if kept, are to be confined to the garage.

A commercial vehicle is defined as a vehicle with one or more of the following:

- a. business lettering written on the vehicle, such as on the sides
  - b. commercial license plates
  - c. equipment/tools mounted on the exterior of the vehicle, such as ladders, mechanical equipment, etc. or visible in the bed of a truck
2. Parking of commercial vehicles on the streets, lots, and/or drives/driveways of a dwelling is prohibited unless temporarily parked for the purpose of making a delivery or performing a repair as requested by the Board or an Owner. Storage containers (such as "PODS") are strictly prohibited on the streets, lots, and/or drives/driveways of a dwelling, except for a one week period when a dwelling is being moved into or moved out of.

3. No motorized vehicles shall be operated, parked or stored on the conservation area. The use of motorized vehicles, such as snowmobiles, golf carts, ATV's, motorized aquatic vehicles (i.e. amphibians) in or around the pond, the conservation area is strictly prohibited.
4. No vehicle may be parked such that it blocks or hinders access to another lot, dwelling, garage or drive/driveway, or so that it blocks any part of the sidewalk.

*A violation of this section shall constitute a **minor** offense.*

#### **F. SNOW REMOVAL**

1. Owners are responsible for their own shoveling and ice removal on their driveways and the sidewalks in front of their dwelling.

#### **G. RESTRICTIONS ON PROPERTY USE**

1. No construction or landscaping, either permanent or temporary, shall be commenced, placed and/or maintained in or on any lot without first obtaining the necessary approval from the Architectural Review Committee.
2. No vegetation, plants or bushes shall be installed that would breed infectious plant diseases or cause a nuisance by attracting noxious insects.
3. No temporary building, shack, dog kennel, storage shed or other similar enclosed structure shall be installed, constructed or maintained on the lots. Party tents or inflatable jumpers erected for temporary festivities are allowed. Non-enclosed pool houses (i.e. those with four open walls) are permitted, provided that the same has been approved before erection by the Architectural Review Committee. Unattached garages are strictly prohibited.
4. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the lots.
5. The conservation area and lots must be kept clear of litter, rubbish, debris and other unsightly materials, which must be kept in receptacles provided for such purposes.
6. Owners are prohibited from storing items of personal or other property on or in conservation area.
7. Nothing shall be affixed to or installed in the conservation area.
8. Owners are permitted to display holiday decorations so long as the decorations are not permanently affixed to the dwelling and they do not create a hazardous condition or a nuisance to other Owners. All electrical wiring for the exterior lights must be certified for exterior use and may not be permanently affixed to the exterior portion of the dwelling. No holiday decorations may be displayed more than forty-five (45) days before the holiday. All decorations must be removed no later than forty-five (45) days after the scheduled holiday, weather permitting.

9. No fences shall be permitted on any lot, except to enclose patios and/or in-ground swimming pools. Fences should not be used for any other purpose. Fences shall be of ornamental iron or PVC materials. Chain-link or stockade fences are prohibited. Fences shall not exceed more than five (5) feet in height. Prior to the erection or installation of any fence, the Owner shall obtain the necessary approval from the Architectural Review Committee, as well as the necessary building permits.
10. Fixed basketball backboards and posts are prohibited in the front of the dwelling. Moveable basketball posts with see-through backboards are permitted. No basketball playing shall be allowed in the streets, or conservation areas.
11. Air conditioning units shall not be located in the front of any dwelling.
12. Mailboxes shall be in conformity with the standards set forth by the United States Postmaster. Prior to installation of any mailbox, the Owner shall confirm placement of the same with the local postman and neighboring Owners. In the event that there is a dispute regarding proper placement of the same, a petition shall be made to the Architectural Review Committee to consider the placement.
13. No signs shall be posted or installed on the conservation areas, other than those posted by the Association.
14. No advertising or signs of any type or character shall be erected, placed, permitted or maintained on any Lot, other than a name plate of the Owner and a street or Lot number not exceeding 2' x 1' in size or one "For Sale" sign not exceeding 4' x 4' in size and otherwise of style as approved by the Architectural Review Committee.
15. In-ground swimming pools are permitted. Swimming pools, which are located above-ground or partially in ground, are strictly prohibited. All swimming pools shall be properly maintained so as to not cause a nuisance or safety risk to the surrounding Owners.
16. Each Owner shall maintain his lot (including vacant lots), dwelling, and all improvements located thereon in a clean, sightly and safe condition. Owners shall ensure that papers, debris and refuse are promptly removed from the Lot. This includes houses under construction. Construction debris and trash should be removed promptly, including any trash that blew into neighboring lots or the conservation easement areas.
17. Lawns and any other vegetation shall be regularly mowed and/or trimmed on a regular basis so that vegetation does not exceed six (6) inches. Vacant lots must be mowed at a minimum of annually. and should comply with Covenants and any local ordinances. Vacant lots should not contain large piles of dirt or have any obstructions/debris/structures. In addition, Owners shall ensure that their lots are keep free from weeds and other unsightly vegetation. Lawn fertilizer/weed control should be used to maintain a lush, weed-free lawn. Fertilizer and weed control should not be used near the Conservation Easement areas, the pond or any drainage ditch in the subdivision.  
In the event that an owner fails to maintain his/her lot by regularly mowing, trimming and/or de-weeding the same, the Association may enter onto the lot for the purpose of maintaining the lot in accordance with Association standards. In such instances, any

associated costs incurred by the Association in maintaining said lot will be assessed back to the account of the defaulting Owner, in addition to a \$75 administrative fee.

18. No nuisance, noxious, offensive, or illegal activity shall be carried on the Lots or in the dwellings or within the conservation area, nor shall anything be done therein, either willfully or negligently, which may be or become a nuisance to the Owners or occupants of the dwellings. The discharge of firearms anywhere within the property is strictly prohibited. Firearms include, but are not limited to, B-B guns, pellet guns, and all other types and sizes of guns. Fireworks usage should be per Illinois/County or Village laws.
19. Conservation Easement areas - The "conservation easement" or "conservation areas" (these are synonymous terms) are areas of the subdivision as depicted on the Plat for Hunt Club Meadows, as recorded with Will County document R2005111937. These conservation easement areas are governed by document R2005112036 "Deed Restrictions/Covenant Conservation Easement". All homeowners must comply with this "Deed Restrictions/Covenant Conservation Easement" document.
20. There will be no swimming, ice skating, floating, boating or ice fishing in the pond. People and animals are strictly prohibited from entering the water of the pond, unless they are authorized service personnel. Fishing is allowed at the pond, utilizing catch and release methods. Littering around the pond, the conservation easement areas, and in any area of the subdivision is prohibited. This applies to all residents and guests.

Violations of paragraphs 2, 4, 5, 8, 10, 11, 12, 14, 16, and 17 of this Section shall constitute **minor** offenses. Violations of paragraph 1, 3, 6, 7, 9, 13, 15, and 18 of this Section shall constitute a **major** offense. Violations of paragraph 19 and 20 authorize the Board to immediately initiate an action to evict the occupant from these areas, without requiring the Board to take any interim steps. Violations of these Sections 19 and 20 may result in the Board utilizing any and all remedies, to address and/or abate the violation. The Board will seek reimbursement of any and all costs and expenses incurred in removing any violation and restoring the conservation area or pond to its original condition, from the Owner.

## **H. DWELLINGS**

1. The number of persons residing in an individual dwelling must be in compliance with applicable Village and Will County housing codes.

*A violation of this section shall constitute a **major** offense.*

## **I. PETS**

1. No animals (other than inoffensive common domestic household pets, such as dogs and cats) shall be kept on any lot or in any dwelling.

*A violation of this paragraph shall constitute a **major** offense (per pet, per occurrence).*

2. The number of household pets kept in a dwelling may not exceed two (2) in total number and must be in compliance with any limitations imposed by the Village and/or Will County (at the time of this writing, Will Country maximum was five).

*A violation of this paragraph shall constitute an offense which will incur an annual fee. For each pet over the limit, if the owner chooses to retain ownership of the pet, an annual fee of \$170 will be levied to the owner. (The \$170 fee is the sum of the first, second and subsequent offenses under the Minor Offense section.) The owner will have 90 days to remove pets that are over the limit from their household; if owner chooses to retain ownership of the pet, then the annual fee will be levied.*

3. Pets may not create a nuisance to other Owners. Pets may not be offensive or vicious to other Owners or Owners pets. This can include, but is not limited to, excessive barking or noise.

*A violation of this paragraph shall constitute a **minor** offense (per pet, per occurrence).*

4. No animal may be kept on any lot or in any dwelling for commercial purposes, including breeding.

*A violation of this paragraph shall constitute a **major** offense (per pet, per occurrence).*

5. Dogs outdoors must be restrained at all times by a leash or fence.

*A violation of this paragraph shall constitute a **minor** offense (per pet, per occurrence).*

6. Pets outdoors shall have their waste removed immediately after deposit by the pet's owner, particularly in the conservation area and other homeowners lots/yards..

*A violation of this paragraph shall constitute a **minor** offense (per pet, per occurrence).*

7. Pets that are found to be a nuisance, offensive or vicious by the Board of Directors shall not be tolerated. Owners of these pet(s) shall be required to appear before the Board and may be ordered to remove the pets from the property after notice and a hearing.

*A violation of this paragraph shall constitute a **major** offense (per pet, per occurrence).*

If misbehavior of pet is severe, the proper authorities will be notified, such as police or animal control.

8. An Owner is responsible for the actions of the pets of anyone residing in or visiting his or her lot or dwelling. Any costs of repairing damage caused by a pet shall be assessed to the Owner. The pet Owner assumes all liability for the pet and holds the Association harmless for damage or liability related to injury or damage caused by

the pet.

## **J. NOISE**

1. Owners and occupants are required to exercise care to avoid loud noise and the use of musical instruments, radios, television and amplifiers. Owners that feel their neighbors have abused this rule should report such disturbances to the police, as well as to the Board. The police would enforce any Village ordinances that may be in effect related to noise.

*A violation of this section shall constitute a minor offense.*

## **K. ASSESSMENTS**

1. Annual assessment payments are due on or before January 31<sup>st</sup> of each year.
2. Annual assessment payments not received by the 1<sup>st</sup> of February of each year shall be deemed delinquent and a late charge in the amount of \$100.00 shall be added to the Owner's account. In addition, interest in the amount of 12% per annum shall be assessed to the outstanding balance.
3. Owners who submit checks to the Association, but which are returned by the Owner's bank for insufficient funds shall be assessed a \$25.00 charge. The Owner shall be responsible to reimburse the Association for any and all costs incurred due to such returned payment, including any fees charged by the Association's bank.
4. In the event that the Association must take legal action to collect assessments, any costs incurred therein, including, but not limited to attorney's fees, court costs and recording fees, shall be the responsibility of the defaulting Owner.

## **L. TRANSFER OF OWNERSHIP**

1. When selling his or her dwelling/lot, the Owner must supply the Board with a copy of the name and address of the new Owner and a forwarding address for the present Owner.
2. It is required that upon selling his/her lot/dwelling, the present owner must supply the new Owner with copies of the Declaration, By-Laws and Rules and Regulations of the Association. These can be found on the Association website. Additional copies may be requested from the Board at any time.  
If copies are requested, the Association may charge a reasonable reproduction cost for the same.
3. No "for sale" signs, advertising or other displays shall be allowed to be displayed on the conservation areas.
4. Upon ten (10) days written notice to the Board, using the attached Request for Closing Letter form, a statement of account and closing letter will be provided to the Owner, setting forth the amount of any unpaid assessments and other charges due

and owing from said Owner. There will be a Seventy-Five Dollar (\$75.00) charge for this service, when it is for a paid assessment letter that is required for a closing that transfers title to another owner. If the paid assessment letter is necessary only for a refinance by the current Owner, the fee will be Thirty-Five Dollars (\$35.00). If paid assessment letters are requested with less than forty-eight (48) hours notice, a rush fee of Fifty Dollars (\$50.00 ) may be charged by the Association, in addition to the regular paid assessment letter fee.

5. In the event that an Owner fails to notify the Association of a change in ownership of any lot or dwelling, the then Owner shall be responsible for any fees and costs incurred by the Association in determining and/or locating the then Owner of the property.

*A violation of this section shall constitute a **minor** offense.*

#### **M. SATELLITE DISHES AND ANTENNAS**

1. In compliance with the Federal Communications Commission's Rules, Owners are allowed to install satellite dishes or antennas, on areas which they enjoy exclusive use. This requires that satellite dishes or antennas and the wiring or other apparatus attached thereto, to be only on the area within the owners exclusive use, and not on, in or over the conservation areas. No satellite dish or antenna can exceed beyond the area which is within the Owner's exclusive use.
2. Any wiring and/or other apparatus related to the satellite dish or antenna is prohibited from being attached to the conservation areas.
3. For safety reasons, all satellite dishes and antennas must be installed by a professional, licensed and bonded contractor. Unless an Owner is a professional, licensed, and bonded satellite dish installer, or receives written permission from the Board, Owners are prohibited from installing satellite dishes and/or antennas themselves.
4. If an Owner installs a satellite dish or antennae on the conservation areas, or if the wiring and /or apparatus attached to the satellite dish or antennae encroaches in, on or over the conservation areas or onto another area that is within the exclusive use of another Owner, the Board has the right to demand that the Owner immediately remove the satellite dish or antennae at the Owner's expense. If the Owner fails to respond to the Board's written demand, the Board has the right to pursue any legal or equitable remedies available to it.
5. The Board has the right to direct an agent, contractor or public official, to remove the satellite dish or antennae in an emergency situation, as determined solely by the Board.
6. Owners are only allowed to install satellite dishes that are 1 meter or less in diameter. If an Owner seeks to install a satellite dish that is larger, the Owner must submit a written request to the Architectural Review Committee. The request must state why the larger dish is necessary. The Board will have fourteen (14) days to consider such a request. Satellite dishes should be connected to the house structure, not freestanding in the yard.

## **N. ARCHITECTURAL REVIEW**

1. No dwelling, garage, building, post, fence, wall, pool or other improvement shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any of the aforesaid be made on a lot or dwelling, with the exception of interior alterations, until the construction plans and specifications, landscaping plans showing the nature, design, kind, shape, height, materials, color scheme and location of the improvement has been submitted and approved in writing by the Architectural Review Committee. Fees for such are outlined in the Covenants. Lesser fees may be deemed appropriate by the Board, such as for an in-ground pool plan review.

Please note that approval by the Architectural Review Committee does not serve as a substitute for obtaining the requisite building permits. Similarly, obtaining a building permit is not a substitute for obtaining approval from the Architectural Review Committee. Owners are required to obtain both a building permit and approval from the Architectural Review Committee before commencing any improvements to the lot or dwelling.

2. The Architectural Review Committee shall consist of persons who shall be appointed by the Board. At least one member of the Architectural Review Committee shall be an Owner of a lot within the Association. Related professionals may be employed to serve on the Architectural Review Committee. In the absence of any such appointment, the power of the Architectural Review Committee shall be vested solely in the Board.
3. The Architectural Review Committee shall have the following powers and duties:
  - (a) to review requests by Owners for approval of any exterior addition to or modification or alteration to a lot or dwelling or other matter described in this Declaration as requiring approval of the Architectural Review Committee and, subject to final approval thereof by the Board, to render decisions thereon;
  - (b) to propose to the Board rules, regulations and procedures concerning exterior maintenance, repair, landscaping, fences, and the enforcement of the provisions of this Declaration in relation thereof; and
  - (c) such other power and duties as the Board shall from time to time delegate.
4. Any matter requiring the approval of the Architectural Review Committee shall be submitted to the Architectural Review Committee in writing and, if approval of any alteration or addition to a lot or dwelling shall be requested, the request shall include a stamped copy by a licensed architect of design drawings, plans and specifications, elevations, landscaping schemes and descriptive materials showing the size, color, design configuration, height, shape and materials of such alteration or addition. In addition, a stamped copy by a licensed engineer of the site plan showing the improvements proposed placement on the lot or dwelling.

Prior to the installation of landscaping, the Owner shall tender a landscape plan to the Architectural Review Committee for its approval. A \$2,500.00 landscaping bond shall be submitted to the Association. This bond will be refunded in its entirety upon landscape completion and approval by the Architectural Review Committee. If landscaping is not completed within two years of ground breaking for the Dwelling or within 12-months after an occupancy permit is issued, whichever is sooner, the landscaping bond is forfeited in its entirety. Any costs incurred by the Association to maintain the lot will be assessed to the homeowner, in addition to any minor/major

violation fines per the Rules. This is regardless of the lot changes ownership during this period.

Parkway trees must be of a minimum 2.5 inch caliper. Parkway trees shall not be multi-stem or conifer trees. Parkway tree candidates include: Autumn Blaze Maple, White Swamp Oak, Locust - Skyline, Hackberry, Linden, Choke Cherry.

In accordance with Article III, Section 3.4iii of the Declaration, a fee of \$300.00 must be submitted to the Association to defray the costs of review, including but not limited to payment to a consulting professional to assist in carrying out the necessary review.

Any and all improvements (such as in-ground pools), additions or alterations must be in compliance with Article V of the Association's Declaration. For these types of changes, a fee of \$150 must be submitted to the Association to defray the costs of review, including but not limited to payment to a consulting professional to assist in carrying out the necessary review. Any request submitted in violation of any provisions contained therein will be denied. Landscaping plans must accompany all improvements to lots (houses, additions, alterations, pools or other improvements). If a landscaping plan is not available at time of submittal, a bond of \$500 should be submitted per section 3.4v of Covenants.

Within a reasonable time not exceeding twenty-one (21) days after receipt of all such items, the Architectural Review Committee or the Board shall advise the Owner:

- (a) Whether such Owner's request is approved or denied, and if denied, the specific reasons therefore; or
- (b) Whether the Architectural Review Committee requires additional information, plans or other materials to render a recommendation, in which case such additional items shall be furnished as expeditiously as possible.

If additional items shall be required pursuant to subsection above, within a reasonable period of time not exceeding ten (10) days from the date of receipt of all such items, the Architectural Review Committee or Board shall advise the Owner in writing as to whether the request is approved or denied and if denied, the specific reasons therefore. If such Owner's request for approval shall have been denied, such Owner shall have the right to appeal the decision pursuant to Section 5 hereof.

5. Any adverse ruling may be appealed to the Board, which shall render a final decision as to the matter in question or reconsider any decision previously rendered by it. An Owner desiring to appeal shall so advise the Board in writing. The Board shall consult with the Architectural Review Committee and such Owner, shall review the plans and other materials submitted by such Owner, and shall render a written decision as to the matter under consideration as expeditiously as practical. In rendering its decision, the Board shall take into consideration the criteria set forth in this Article; the manner in which the Architectural Review Committee has applied such criteria to the manner under review and such other factors as the Board deems relevant in respect to the overall enhancement of the value and desirability of the Lots.
6. In evaluating requests by Owners for approvals required of the Architectural Review Committee hereunder, the factors to be considered by the Architectural Review Committee shall include the following:

(a) the architectural integrity and compatibility of any proposed exterior modification to a dwelling with the design, color scheme and materials of such dwelling as originally constructed, in regard to which the Architectural Review Committee shall not have the authority to approve an exterior alteration or addition that:

1. changes color schemes or architectural styles from those originally constructed;
2. substitutes materials of lesser quality than those originally furnished; or
3. results in a change in the grade of a lot or the elevation, size or basic exterior design as to door and window placement from that originally provided.

(b) the aesthetic effect of any proposed modification of landscaping, exterior fences or exterior lighting; and

(c) such other factors as the Architectural Review Committee deems relevant in assessing the overall effect of the Owner's request upon the maintenance and operation of the lot and dwelling.

#### **O. AMENDMENTS**

1. These Rules & Regulations may be amended or modified from time to time by action or approval of a majority of Board members.

**A VIOLATION OF ANY OF THE AFOREMENTIONED RULES IS SUBJECT TO A FINE AND/OR OTHER APPROPRIATE LEGAL ACTION.**

The Hunt Club Meadows Homeowners' Association hereby adopts the foregoing Rules and Regulations this   13th   day of   January  , 2016.

  Carol Lindee   01/13/2016  
President Dated

  David Looyenga   01/13/2016  
Vice President Dated

  Tiffany Motto   01/13/2016  
Treasurer Dated

  Sandra Savickas   01/13/2016  
Secretary Dated

**HUNT CLUB MEADOWS HOMEOWNERS ASSOCIATION**

P.O. BOX 1013

Mokena, IL 60448

website: [www.huntclubmeadows.com](http://www.huntclubmeadows.com)

email: [huntclubmeadowshoa@yahoo.com](mailto:huntclubmeadowshoa@yahoo.com)

*Below are samples of forms that may be used by the Hunt Club Meadows Homeowners' Association and/or Board. Alternate forms or letters may be used at the Board's discretion.*

**VIOLATION REPORT (Notification to the HOA of a potential violation)**

PLEASE NOTE: A Violation Report must be completely filled out or the complaint will not be considered valid by the Board. After the report has been filed, it may be necessary for you to attend an executive session of the Board and/or answer questions directed to you by a Board Member or the Association's attorney. The violator may be asked to attend an executive session. Within fourteen (14) after reviewing this case, the Board will determine if a violation occurred and if a fine should be levied. Extended time may be needed if the potential violation issue is complex.

Potential Offender's Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

Potential Violation Location:

\_\_\_\_\_

Date of Potential Violation:

\_\_\_\_\_

Potential VIOLATION(S):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Report submitted by: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

Signature:

\_\_\_\_\_

**HUNT CLUB MEADOWS HOMEOWNERS ASSOCIATION**

P.O. BOX 1013

Mokena, IL 60448

website: [www.huntclubmeadows.com](http://www.huntclubmeadows.com)

email: [huntclubmeadowshoa@yahoo.com](mailto:huntclubmeadowshoa@yahoo.com)

**VIOLATION NOTICE (Notification to Homeowner)**

Date: \_\_\_\_\_

TO: Dwelling Owner \_\_\_\_\_

P.I.N. \_\_\_\_\_

Address \_\_\_\_\_

A Violation Report form has been filed alleging you have violated the Association's  
Declarations, By-Laws or Rules and Regulations regarding:

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If you agree that you have committed this violation, please resolve the violation immediately. If the violation is not corrected within the next 7 days, appropriate action will be taken by the HOA per the Rules and Regulations (this may include fines, as outlined in the Rules and Regulations).

If you do not believe you have committed a violation, you have a right to present a defense and evidence regarding this allegation. Please contact the Board with appropriate information for review within 7 days of this Notice. After reviewing the case, the Board will then determine if a violation occurred and if so, whether a fine should be levied or other action taken. You may request a meeting with the Board to discuss the issue.

If you request a meeting, the Board will notify you of the meeting date. Please be present at this meeting. The Board will proceed on the aforementioned date with or without your presence, unless you request, in writing, that the Board reschedule the same. If you fail to attend the hearing or submit a written request to reschedule the meeting, your failure to attend the hearing will result in the allegations being deemed admitted.

Very truly yours,

On behalf of Association  
Board of Directors

**HUNT CLUB MEADOWS HOMEOWNERS ASSOCIATION**

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**OWNER INFORMATION SHEET**

NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_

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

HOME PHONE: \_\_\_\_\_ WORK PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

In the event of an emergency in your absence, whom do we contact so that access to your dwelling may be obtained?

Name:

\_\_\_\_\_  
Address:  
\_\_\_\_\_

Home Phone: \_\_\_\_\_

Work Phone: \_\_\_\_\_

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**NOTICE OF DETERMINATION**

Date: \_\_\_\_\_

TO: Dwelling Owner \_\_\_\_\_

P.I.N. \_\_\_\_\_

Address \_\_\_\_\_

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On \_\_\_\_\_, the Board of Directors met in executive session to consider the following violation of the Association's Rules and Regulations and/or Declaration and Bylaws \_\_\_\_\_

After hearing and considering all of the evidence presented, the Board of Directors determined that a violation did occur. Accordingly, a fine in the amount of \$\_\_\_\_\_ has been levied against your account. In the event that you fail to correct the violation within \_\_\_\_\_ days, additional fines may be levied against your account. Further, in the event that you fail to pay the assessed fine when due, your account may be turned over to the Association's attorney for further collection action.

Thank you for your immediate attention to this matter.

If you should have any questions or concerns, please contact the Board.

Very truly yours,

On behalf of Association Board of Directors

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**NOTICE OF CONTINUED VIOLATION AND FINE**

Date: \_\_\_\_\_

TO: Dwelling Owner \_\_\_\_\_

P.I.N. \_\_\_\_\_

Address \_\_\_\_\_

This notice comes as a follow up to the Association's Notice of Determination sent to you on \_\_\_\_\_. As advised in said notice, you were directed to correct the following violation of the Association's Rules and Regulations and/or Declaration and Bylaws \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ within \_\_\_\_\_ days.

During a routine property inspection on \_\_\_\_\_, it was noted that this violation has not been corrected. As such, a fine in the amount of \$\_\_\_\_\_ has been assessed to your account. Please note that if this violation is not corrected, additional fines may be assessed to your account.

Thank you for your immediate attention to this matter. If you should have any questions or concerns, please contact the Board.

Very truly yours,

On behalf of Association Board of Directors

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