

Liberty Grove Homeowners Association



Rules and Regulations

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Introduction

The Board of Directors welcomes you to membership in the Liberty Grove Homeowners Association. We hope you find Liberty Grove a friendly neighborhood and enjoyable place to live. We invite you to become familiar with the neighborhood in which you now reside. Liberty Grove comprises individually owned residential homes and shared Common Grounds including several cul-de-sacs, a private pool and a tot lot.

As we wish to maintain an outstanding community, we are confident you recognize the need for rules and regulations to ensure a pleasant, comfortable and enjoyable environment. The information in this booklet is designed to achieve and maintain this goal, as well as to comply with the Association's Declarations, By-Laws, and Resolutions.

The generation of Rules and Regulations listed in this booklet were based on the following criteria:

- Protection of property values
- Elimination of tangible annoyances
- Protection of the Common Grounds
- Avoidance of unnecessary Association expense and services
- Elimination of potential health and safety risks
- Preservation of aesthetics
- Maintenance of architectural integrity

It is recommended that Homeowners thoroughly review their copy of the Declaration of Covenants, Conditions and Restrictions for additional information regarding rights and Responsibilities of ownership. A hardcopy should have been provided to you by your Attorney at closing. These are also available electronically on the community manager's website.

If you feel it is necessary to address the Board of Directors, please do so in writing via the community's management company or at a regularly scheduled Board meeting. Please note that while the recording of the open portion of the Board meeting is permitted, owners must advise the Board President prior to calling the meeting to order of the intent to record and agree to provide a copy of any recording to the Association by and through its Property Management Company, if requested.

1. Transfer of Documentation

When selling a unit, the selling homeowner must obtain a Paid Assessment Letter from the Association, which will set forth the amount of any unpaid assessments or other charges due and owed by the selling homeowner and/or the purchaser under 765 ILCS 605/18.5(g-1). Charges for such documentation will be set by the Association and/or its managing agent. Charges for said documentation will vary depending on the nature and timing of the documentation requested.

- a. If you are selling your home, please order your Paid Assessment Letter (PAL) early to avoid RUSH fees. In the event of a non-traditional sale (such as with bank-owned property, Association owned/managed property, or a short sale), an additional fee may be assessed, in an amount determined by the Board, in accordance with the complexity of the transaction, as well as the increased services and management rendered by the Association prior to closing.
- b. The most updated copy of the Declaration, By-Laws and Rules and Regulations and two (2) pool key fobs should be provided to the buyer on any sale or transfer of property. Upon request, the Property Management Company will supply the buyer with a copy of the Declaration, By-Laws and Rules and Regulations. A processing fee will be charged by the Property Management Company. However, a copy is available on the website at no cost to all existing homeowners. If pool fobs are not received at closing, the buyer will have to pay the cost to receive new fobs.
- c. The buyer must provide a copy of their closing statement or executed deed to management as soon as possible after closing so that ownership can be transferred.

2. Moving

Excluding public roadways and sidewalks, moving trucks, vehicles, crews and equipment shall not enter onto or use any portion of the Common Grounds. Moving trucks and vehicles shall not block any portion of any sidewalk or public roadway. The use of temporary mobile storage containers (such as PODS or Portable-On-Demand Storage) is permitted with the following limitations:

- Storage containers must be placed on the driveway of the Owner's property.
- No storage container shall be placed in the street.
- No storage container shall block any portion of a public sidewalk.
- No storage container shall be placed within the Village right of way portion of the driveway.
- Storage containers can remain on the property for no longer than two weeks per calendar year without prior written approval from the Board. Approval of the Board shall only be granted upon a showing of good cause by the Owner.

3. Home Leasing

All leases must be written, or terms memorialized in writing and unless otherwise approved by the Board, signed for a minimum length of one (1) year. AIRBNB and other short-term leases/stays are strictly prohibited. A copy of the lease or memorandum thereof must be

provided to the Property Management Company within 10 days of tenant's occupancy or signing, whichever occurs first. Only the entire home may be leased, and subleasing is prohibited. Owners are encouraged to obtain credit and background checks on any potential tenant(s). It is the Owner's responsibility to inform the tenants about the Liberty Grove Declaration, By-Laws, and Rules & Regulations. Any fees for violations incurred by the tenants will be charged to the Homeowner's account and a letter will be sent to the Homeowner to inform them of the violation and any fees associated with the violation. If a homeowner is found to be renting any home without following the above stated rules, they will be fined \$100.00 per infraction per month until they are found to be in compliance. In addition, the Association reserves the right to terminate any lease for violations of the Association's Rules and Regulations.

The following items are to be submitted to the Association within ten (10) days of signing the lease or within ten (10) days of the date of occupancy, whichever occurs first:

- a. Lease or lease memorandum (minimum of 1 year, unless otherwise approved in writing the Board)
- b. Crime Free Lease and Rules and Regulations Addendum
- c. Census (all residents listed and living in the home as well as offsite contact for owner provided)
- d. Payment of the Administrative Fee then in effect for lease administration

4. Tot Lot and Pavilion

The Tot Lot is available for resident use from dawn to dusk. Any damage or littering to Tot Lot or surrounding landscape by Owner, their guests, invitees, or dependents, will be the Owner's responsibility to cover repair expenses including any legal fees or penalties. No dogs or other pets are permitted in the Tot Lot.

Residents and guests are to use the pavilion as intended. There is to be no bicycling, skate boarding, rollerblading, etc. in the pavilion area.

The Pavilion must be cleaned, and BBQ grills must be extinguished and left in good working order after every use. In general, the Pavilion is available on a first come first serve basis. However, Residents who desire to reserve the Pavilion for exclusive use may do so through the Property Manager. There is no fee for reserving the Pavilion, but the homeowner making a reservation must place a \$100 cleaning deposit with the community manager at least two weeks prior to the event. The deposit shall be refunded in whole or in part, depending on the condition, any clean-up, and repair required by management after use of the pavilion.

5. Ponds

The ponds throughout Liberty Grove are private property for the use of residents and their guests only. They exist solely for the purpose of storm water management and to serve as an aesthetic amenity. They shall not be used for any recreational purpose, except for catch and release fishing from the shore. Prohibited uses include, but are not limited to, ice fishing, skating, wading, swimming, boating, and the use of personal flotation devices or recreational equipment. These and other recreational activities will not, without exception, be permitted at any time. The Association shall not be responsible for any loss, damage, or injury to any person or premises arising out of the authorized or unauthorized use of any

ponds. The ponds shall not be contaminated by disposing Christmas trees, garbage and/or chemicals, either directly into the pond or discharged through the storm sewer inlets throughout the community. Any damage or contamination to the pond or waterway caused by an Owner, their guests, or dependents, is the Owner's responsibility to cover any expenses for cleaning up and/or any legal fees or penalties. No aquatic or animal life shall be introduced into any pond.

6. Pets

General Statement from the Board of Directors

Ownership of a pet is a responsibility not only to the care of the pet, but also to be considerate of neighbors and commonly held property. Pet owners must accept that any animal, even their beloved household pet, is a potential threat to other pets, children, adults and the commonly maintained property. It is not the goal of this Board to restrict the rights of any pet owner; however, in support of the requirements in the Declaration and to protect our community property and all residents, the following regulations are set forth for all residents:

When outdoors, all pets must be leashed and shall not be allowed to roam into other resident's yards.

- No pets of any kind are permitted in the pool area, retention pond, or in the Tot Lot.
- All pets must be restrained by leash, cord, or chain no more than six (6) feet (excluding recoil leashes) in length and held by a person physically capable of controlling the animal anytime the animal is in Liberty Grove HOA Common Grounds.
- No pets may be tethered, tied, or kept in any Common Grounds or tethered, tied or kept in a manner which allows them to access Common Grounds or other resident's yards.
- Pets are not allowed to soil, defile, defecate or deface Common Grounds without immediate cleanup or repair
- All pet owners must carry a plastic bag or other device to clean the affected areas immediately.
- The cost of repairing any damage caused by the pet, including the repair of the Common Grounds, or the cost to remedy any problems related to the actions of a pet, shall be the responsibility of the Owner.
- All animals within the Owner's private property must be restrained by leash, cord or fence to prevent them from accessing the Common Grounds and neighboring properties unattended.
- Animals are not allowed to habitually snap, growl, snarl or otherwise threaten others using the Common Grounds or neighboring properties.
- Pets that are found to be vicious in the sole determination of the Board of Directors shall not be tolerated. Owners of these pets shall be required to appear before the Board and may be ordered to remove the pet(s) from the property after notice and a hearing. In addition, the owner may be subject to a fine of up to \$1,000.00

7. Appearance and Maintenance

Owners of property in Liberty Grove shall maintain their premises in a neat and orderly manner and shall not permit a nuisance to exist.

Permanently erected clothes lines for outdoor drying of laundry of any kind or other articles are not permitted on any portion of the homeowner's lot or the Common Grounds. The Premises shall be kept free and clear of all rubbish, debris and other unsightly materials, including visible trash in the back of trucks or trailers or on front porches.

The installation of solar energy systems and other forms of alternative power are permitted as outlined in the Association's Solar Energy Statement and require architectural approval (ARCH).

In the event a property owner permits a nuisance to exist by failure to maintain his property in an orderly manner, Liberty Grove reserves the right to take necessary steps to abate such a nuisance at homeowner's expense.

8. Upkeep of Lots

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the properties, and no refuse pile or unsightly objects shall be placed or remain anywhere there on. The Owner shall have fourteen (14) days upon receipt of notification to correct the violation after which fines, and other remediation activity can be taken by the HOA at its discretion.

Owners are responsible to make sure that their lawns, including the parkway, and landscaping beds are free of weeds, including but not limited to clover, dandelions, and creeping Charlie. Owners must regularly mow their lawns to ensure that grass height does not exceed eight (8) inches. Trees and bushes are to be trimmed so that front of house is visible from the street. Dead trees, plants, and stumps must be removed in a timely manner and areas restored within thirty (30) days of their existence or notification from the HOA (whichever comes first), unless additional time to do so is provided by the Board in writing, upon request from the owner.

9. Address Display

Each resident of Liberty Grove shall maintain address numbers on the front of their home sufficient in size to be clearly visible from the street both during the day and at night.

10. Sporting Equipment

Freestanding (mobile) posts or permanently installed posts to support backboards are limited to one of either type. They must never be left at the end of the driveway or side of the unit and should be maintained in proper fashion, so they remain upright weather permitting.

Sporting equipment may not be located, even temporarily on the front lawn, on any street, between the sidewalk and the street, or at the edge of any Liberty Grove property or Common Grounds. Permanently installed posts require prior ARC approval. Sporting equipment must be properly maintained and secured. Freestanding post bases may not be weighted down with tires.

11. Seasonal Decorations

Seasonal decorations can be placed on the residence and/or property up to 30 days in advance of the holiday and must be removed within 30 days after the holiday.

12. Satellite Dishes

Federal Communications Commission (FCC) rules give each Owner the right to receive television through Direct Satellite Broadcast (DBS) systems. The goal of the Board is not to prohibit satellite dishes or the reception of a satellite signal. The goal is to maintain our architectural standards by making these dishes as unobtrusive as possible, while ensuring that the Owner receives a quality satellite signal. The FCC specifically allows Homeowners' Associations to establish preferential locations for DBS Antennas, so long as these rules do not impose delay. A satellite dish, which may not exceed one (1) meter in diameter, or similar apparatus covered by the FCC Over the Air Reception Devices Rule may be installed on the exterior of a home provided it is not visible from the front of the home.

13. Air Conditioning

No window air conditioning units shall be permitted. Permanently mounted wall air conditioning units shall not be permitted unless first approved by the ARC.

14. Swimming Pools

Inflatable or temporary pools are **not** permitted within the Liberty Grove Homeowners Association unless they are installed in compliance with Village of Plainfield Ordinance.

15. Signs

Except for the entrance signs, signs for traffic control or safety, or other ARC approved signs, no signs, including political endorsements, or advertising devices of any kind, may be erected, posted, or displayed in any Common Grounds. Signs on homeowner's property including but not limited to political signs and celebration signs associated with an event must be removed by twenty-one days after the event except for Realtor's "For Sale" signs.

No sign shall be displayed that, in the reasonable judgment of the Board, is vulgar, profane, threatening, hostile, or which is intended to or will have the effect of inciting violence. Any sign permitted to be displayed must remain in good condition for as long as it is displayed. Signs that, in the reasonable judgment of the Board, are damaged, dangerous, or unsightly due to their condition, shall be removed at the direction of the Board. No resident may alter, remove, deface, damage, or destroy any sign installed by another.

The following specific exemptions are allowed:

"Open House" or "Garage Sale" signs may be posted near each main entrance 24 hours before event but not in plantings or mulched areas. Signs are to be removed within 24 hours after the event.

Any "Open House" or "Garage Sale" signs placed on Common Grounds in violation of the exemptions stated above will be removed and disposed of. The owner of the property

associated with these events may be fined at the discretion of the HOA. Any other signs placed on Common Grounds or parkways will be removed and disposed of. No signs of any kind may be placed on any Village of Plainfield or Will County right of way or parkway. This includes parkways adjacent to Common Grounds as well as private property.

16. Storage, Refuse, and Removal

- Refuse and garbage must be stored inside the garage or in an area not visible from the street until the evening of the day before pick-up and stored away no later than the evening of the pickup day. Garbage cans may not be placed on the side of house unless they cannot be seen from the street.
- Front porches are not to be used as storage areas.
- Items for disposal are not to be placed on curb except on garbage day or the 24 hours preceding that day.
- All receptacles must have secure lids to prevent blowing trash. When disposing of appliances (refrigerators, stoves, washers, dryers, etc.) the doors must be removed prior to placing them at the curb for pick-up.
- Dumpsters and/or Bagsters used while home remodeling or renovation, must not remain on the premises for more than 30 days without the written approval of the Board.
- Disposal of televisions and electronics shall be pursuant to Village Ordinance.
- Televisions and other electronics require special handing and may not be left at the curb.
- For additional clarification on waste pick up large items etc, please visit the waste hauler website for tips and allowed items.

17. Recreational Equipment

Recreational and utility vehicles, such as snow mobiles, boats, lawn tractors, ATV's, RV's or other similar motorized vehicles, trailers, hitches, or other similar personal property may only be temporarily parked in the homeowner's driveway for a cumulative period of 48 hours per month for maintenance or temporary purposes unless otherwise approved by the Board in writing.

No recreational vehicles or trailers may extend into the street, block the sidewalk, or park on the lawn at any time.

18. Vehicles

All owners and residents must comply with city ordinances, state laws and all posted or marked traffic signs or symbols. All vehicles parked in driveway must be in operable condition with a valid registration sticker. No vehicle may be parked on any other portion of property including lawns. Vehicles must be in the owner's driveway or inside the garage. Vehicles may not extend into or block the sidewalk.

No vehicle may be left unattended on jacks or jack stands on driveway. No mechanical work will be permitted on driveways except for work that can be completed in one day.

Commercial vehicles, which are defined as vehicles with a gross vehicle weight more than 10,000 pounds, box trucks, or scavenger or garbage collection vehicles,

are strictly prohibited from being parked or stored on the driveways. Commercial vehicles may temporarily park for the purpose of making a delivery or performing a repair as requested by the Association or homeowner. Vehicles that are owned or operated by the homeowner or occupant of a home in the normal course of their business or employment are allowed, provided they do not meet the description of a Commercial Vehicle as defined herein. Street parking of large vehicles or trailers which unduly obstruct driver vision of roadway and sidewalks is prohibited per Plainfield Ordinance Sec 5-178. In addition, all street parking must comply with Plainfield Ordinance Sec 5- 167. The Board of Directors reserves the right to approve the parking or storage of commercial vehicles on the driveways in its sole judgment and discretion upon good cause shown by the resident. Such approval must be given in writing.

19. Personal Conduct, Harassment, and Discrimination

All residents must conduct themselves in a manner that is respectful to other homeowners, tenant, their guests, the HOA Board, and the HOA management company and other vendors. Residents may not direct, question, or engage any maintenance workers or Association vendors. Any questions or concerns regarding the actions of the Association maintenance workers or Association vendors shall be directed to the property manager in writing. Residents who violate this rule may be subject to a fine of up to \$250.00 per occurrence due to the threat that such action causes to the Association and its contractual relationships.

The HOA engages a management company and assigns a community manager to perform day-to-day services on behalf of the Association. The main responsibility of the Manager is to carry out the regular business of the Association. The Property Manager acts at the direction of the Board of Directors. **All** communication regarding HOA matters should be directed to the community manager, who will, as necessary, bring issues to the Board to address.

Individual Board members do not have authority to act on behalf of the HOA; therefore, individual Board members should not be contacted regarding HOA matters personally (including at their home or place of employment). Owners may address the Board at open HOA meetings or through its community manager. Actions of residents who disregard this provision may be viewed as harassment, subjecting said resident to all available legal remedies.

The members of the Board of Directors and/or any agent of the Association, including, but not limited to, management, shall not discriminate in employment, contracting, compensation, termination, or enjoyment of services, amenities, privileges and other conditions against any member, resident, employee, contractor, subcontractor, or guest on the basis of race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

The Association is an equal opportunity corporation and will not discriminate and will take affirmative action measures to ensure against discrimination in employment, recruitment, advertisements for employment, compensation, termination, other conditions of employment against any employee or job applicant on the race, color, religion, sex,

national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

The Association is committed to providing an inclusive and welcoming environment for all members, residents, guests, employees, contractors, subcontractors, and vendors and does not tolerate discrimination based upon race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service.

If a member, resident, employee, contractor, subcontractor, or vendor feels that he or she has been discriminated against and/or harassed on the basis of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, pregnancy, or unfavorable discharge from military service, he or she should immediately report the matter to Association management.

Residents with a 'disability' as defined by the FHA may request, in writing, that the Association make reasonable accommodations to rules or policies or allow reasonable modifications to the property to allow the resident full access to his/her home and/or Association's Common Areas. Once the request is submitted, the Board will promptly review same and issue a response in a timely manner, under the circumstances.

Should the Board approve a reasonable modification to the home and/or Association's Common Area, the Board may require the homeowner or resident to bear the cost of making the modification. The Board may also require the homeowner or resident to return the home and/or the Common Area to its original condition once he or she vacates the home, or the disability ceases to exist.

All complaints of unlawful discrimination and/or harassment will be handled in as discreet and confidential a manner as is possible under the circumstances.

20. Architectural Control

Architectural and Landscaping control began as supplementary restrictions with a purpose to ensure the aesthetic appeal of Liberty Grove as well as to avoid any modifications which might lessen property values in Liberty Grove. With the Board of Director's adoption of these Rules and Regulations, content previously noted in the By-Laws has been updated and included below. It is the Homeowners responsibility to determine compliance with these regulations along with all existing municipal and other regulations and codes, particularly related to construction and property improvement regulations and codes.

Any landscaping changes must be approved by the Board and must be in accordance to Village Code. This requires maintaining a minimum of two trees per lot. Any driveway changes must be approved including extending driveway with pavers.

21. Architectural Changes to Exterior

***Before beginning any project, Architectural Change Request Form (ARCH) and written Board approval is necessary.** This includes but is not limited to any building or property modification, including replacements, such as:

- Any outbuilding or addition,
- Landscaping improvements, such as the installation of trees, shrubs, bushes and new landscape beds (but not including the installation of seasonal flowers in existing landscape beds)
- Change of garage colors or door style
- Installation or replacement of a fence,
- Pavers-along driveway, porch, sidewalk, patio, or wall,
- pools
- Change of front porch and door style, color, or addition of storm door
- driveway extension,
- patio,
- deck,
- gazebo, or other structure or improvement of any kind that is erected, constructed, placed, or maintained on a Lot, or modified (unless the same) must be approved in writing by the Board of Directors including:
 - chicken coop
 - rabbit hutches
 - playsets
 - storage units

General Guidelines: Any color or material change in siding, foundation, roofing, brick or stone facade, garage door, front door, shutters, etc. is subject to request for prior written approval by the ARC. Prior approval by the ARC shall be necessary before any such exterior finishing color or material is changed. All homeowners must submit an Architectural Change Request to the Board for approval **before** any such exterior finishing color or materials are changed.

- **Obtaining Approval:** Homeowners **must** obtain approval for Architectural Changes by filing a completed Application Form (available online) through the management company. Homeowners must provide—full details of the planned project, including drawings (if any), photos taken (within the last 30 days) in support of the project, surveyor’s plat (if needed) along with copy of the obtained Village permit (if required).
 - Homeowners must check with the Village first, as local regulations and permit laws may have changed. When digging anywhere in Illinois – always call JULIE first – 1-800-892-0123.
- **Approval:** Upon the Board’s approval, a copy of applicant’s plans and specifications bearing such written approval shall be returned to applicant. Approval of any application shall be final and may not be thereafter reviewed or rescinded provided there has been compliance with all conditions or approval. If the request is denied due to aspects of the request that can be remedied by the applicant, the recommended changes can be made to the request and returned to the Board for

subsequent review. This process by the Board may take up to 30 days. Please plan accordingly that review could take several weeks. **Work cannot commence until such time as written approval is provided.**

- **Violations:** Alterations or modifications that are **in process** or have been completed without the required **prior written consent of the Board** will be deemed to have been undertaken in violation of the Declaration and will be subject to a fine of \$100 per infraction. In addition, if the paperwork required to receive retroactive Board approval is not submitted within ten days of notification of the violation, an additional fine of \$50 per day will begin accruing after the 10-day grace period expires until architectural approval is obtained.

In certain cases where an unapproved alteration or modification is deemed unable to be retroactively approved by the Board due to being non-compliant with the Declaration or any Municipal codes or statutes, said modifications may be required to be removed and replaced at the owner's expense and shall become subject to a \$50 fine per day until the project is brought into compliance.

In no event may any alteration or modification be allowed to remain if it is in violation of any Covenant or Regulation contained in the Declaration, or any Municipal zoning or building ordinance. All Architectural Change violations under this Section (21) will be enforced separately from Section 23 dealing with fines.

22. Assessment, Fees, and Collections

- The assessment fee is viable part of every homeowner's investment. Non-receipt of an assessment billing statement or coupon book does not exempt a unit owner from the obligation to make an assessment payment in a timely manner. Assessments are due and payable on the first day of each month. Checks are to be made payable to Liberty Grove Homeowners Association and must be received by the thirtieth (30) of the month or a late fee of twenty-five Dollars (\$25) will be charged.
- Owners will be assessed an administrative charge as well as all costs for checks returned for insufficient funds.
- Payment is required in monthly installments, or you may pay in advance for your convenience. Assessments or other charges that are not paid by the required date will accrue late fees and collection fees until all charges have been paid in full. Assessments or other charges sixty (60) days or more past due will be placed with the Association's attorney for collection. All fees and costs incurred as result of this collection process will be charged back to the homeowner.
- Non-payment of assessments over \$100 will result in immediate revocation of pool privileges until the account is brought wholly current.

23. Violations and Enforcement

- **Reporting Violations:** Any Owner witnessing a violation of the Association Declarations, By-Laws, or Rules and Regulations should notify the Property Management Company of the infraction. All reports of violations must be in writing, signed and submitted to the Association and/or its Management Company via mail, electronic mail, facsimile, or hand-delivery. It is recommended that photographs be

taken, if possible, and submitted to illustrate the allegations. Reports of violations submitted electronically must be electronically signed by the complaining witness. Complaints **may not be submitted anonymously**. By submitting a written complaint, the complaining witness agrees to assist the Board, management, and/or legal counsel in providing testimony or other evidence to establish the existence of a violation.

- The HOA shall investigate the complaint as needed to verify its accuracy using the resources at its disposal. Once this investigation is complete, a warning or fine may be issued based upon the rules within this document. If the complaint cannot be verified by the HOA, then a warning may be issued at the discretion of the Board.
- A written warning or notice of the Violation (fine) will be given to the Owner informing him or her of the alleged infraction.
- All required notices to the Owner shall be directed to the address listed in the Association's records for said Owner by regular mail or by such other means as the Board determines to be reasonable. Correspondence with the Association must be directed to the Property Management Company. For violations which are not deemed to be an immediate risk to health, safety and welfare of the owners or property, the Board will allow the non-compliant Owner fourteen (14) days from the date of the notice to comply or contact the Property Management Company to arrange for timely compliance.
- **Appealing a Violation/Fine:** If the alleged, non-compliant Owner does not agree with a fine or believes the violation was received in error, a Violation Appeal form is to be completed, signed, and forwarded to the Property Management Company within fourteen (14) days of written notice of violation. Alternatively, an Owner may request a hearing within fourteen (14) days of written notice of violation.
 - If a Violation Appeal form is submitted, the Board shall review the same and issue a written determination as to whether a violation has been proven, and if a monetary fine should be imposed. The Board, in its sole discretion, may request that additional information be provided from Owner or that the Owner attend an executive session hearing as directed.
 - If an Owner requests a hearing, a hearing on the violations shall be held at the next regular Board meeting in executive session. If the request for a hearing is received later than ten (10) days prior to that next regular Board meeting, the hearing will occur at the next regular Board meeting thereafter.
 - At the hearing, the Board shall have the authority, at its discretion, to continue the hearing without further notice, either at the request of the Owner or upon the Board's own motion.
 - Should no appeal or request for a hearing be filed, or if the party requesting the hearing fails to attend the hearing without reasonable cause, the allegations in the Notice of Violation may be, at the Board's discretion, taken as if fully confessed.
 - Should an appeal be filed or if the party requesting the hearing attends a hearing, the Board shall review and consider the arguments, evidence or statements presented.

- At the hearing, the party requesting the hearing may be represented by an attorney. Written notice of the intention to be represented at the hearing by an attorney shall be provided to the Association no less than ten (10) days in advance of the scheduled hearing. If an attorney appears on behalf of the cited party, with or without notice, the Board reserves the right to continue the hearing until the Association's attorney has been consulted or can be present. If the violation is found to be proven, any fees incurred by the Association for the presence or consultation of the Association's attorney may be assessed to the cited party's account at the sole discretion of the Board.
- After a full hearing or after full review of the appeal, the Board will vote on whether a violation has been proven, and if a monetary fine should be imposed. A majority of the Board must approve any fine. Additionally, the Board shall determine and assess the amount, if any, of costs and expenses for the violation; the amount, if any, of attorney's fees incurred by the Association as charged to the Association by its attorney; and the amount, if any, of costs, damages, expenses, and other charges attributable to or resulting from the violation. The Board will provide the owner with written notification of the findings. The decision of the Board shall be deemed final and binding. After a final determination, the owner shall not be entitled to any subsequent hearings or appeals.
- Unless otherwise stated, a warning letter shall be provided, and no fine will be imposed for the first violation. Thereafter, the following fine schedule shall be used unless otherwise indicated in the rules: \$50.00 for the second violation of the same rule within a twelve-month period and \$75.00 for each subsequent violation of the same rule within a twelve-month period. This \$75.00 fine may be imposed daily for ongoing or reoccurring violations (e.g. architectural non-compliance) which have not been corrected 30 days after notification by the HOA.
- **Aggravated Misconduct** – Homeowners who “repeatedly” violate the rules and regulations of the HOA may be fined up to 3 times the amount determined under the standard policy (\$50 for the second violation and \$75 for each subsequent violation). For this purpose, “repeatedly” shall mean: 1) an ongoing violation of 30 days or more or 2) 5 or more violations of a similar nature in a one-year period. Under these circumstances, the Board reserves the right to pursue legal action as needed to address the misconduct.

Notwithstanding the foregoing, if, in the Board's determination, the nature of the violation of the Declaration or Rules and Regulations is such that it could jeopardize the health, safety, or the welfare of a homeowner or resident, then the Board may immediately forward the matter to the Association's attorney for appropriate legal action. In addition, notwithstanding the foregoing, if the violation is one which caused an immediate risk to life, safety or property, the Board has the authority, after notice and a hearing, to levy a fine not exceed \$1,000.00 per infraction.

- In the event of damage to the Common Elements sustained by action or inaction by an Owner (or a family member, guest, invitee, or occupant of the Owner's home), all repair, replacement or maintenance costs incurred shall be assessed back to the account of the responsible Owner at the time they are incurred. Under those

circumstances, the warning letter shall not be required. However, notice of the intended assessment and an opportunity for a hearing will be provided.

- The Owner also shall pay the amount of legal fees and costs (including, without limitation, court costs, title company charges and management charges) incurred by the Association in dealing with the violation, and all costs, damages, expenses, and other charges attributable to or resulting from the violation or enforcement efforts.
- All violations under Section 21 Architectural Changes shall not be part of or apply to violations previously outlined in Section 21 (defining architectural changes, rules, and procedures) in prior Rules and Regulations.
- Correction of a violation does not negate the fines, which were previously imposed by the Association. Owners wishing to have fines removed from their account following correction of a violation must submit a written request to Management Company for the Board's review and consideration. The Board may, but is not required, to remove any fines, which have accrued. In determining whether to remove fines, the Board will consider the owner's past violation history, as well as the time frame in which the violation at issue was corrected. The determination whether to waive fines is within the **sole** discretion of the Board

24. Rules for Liberty Grove Pool

- This is a family pool to be enjoyed by the residents of Liberty Grove who are in good standing with the Homeowners Association. Owners who are in arrears of \$100 or more to the HOA will have their fobs automatically disabled.
- Every resident must use their home's activated pool fob to access the pool. Each home will be issued only two (2) fobs. Contact the property management company immediately if your fob does not work. Pool access will be discontinued for owners with a balance on their account, for those failing to submit the annual pool release, for those holding the door open for others who do not reside in your household, and for those who violate pool rules.
- Residents are entitled to a maximum of two (2) non-resident guests per day per fob. Guests of residents may use the pool only when accompanied by a resident owner and are expected to follow all pool rules. It is the responsibility of the residents to inform guests of the rules. Guests must enter only when arriving with residents. Residents may not hold the door open to admit others.
- Liberty Grove residents must use their assigned fob for admittance to pool.
- All persons must comply with the Illinois State Laws governing swimming pools, which are posted at the pool house.
- The pool will close when the air temperature is below 65. In the event of thunderstorms, the pool will close immediately and will not re-open for a minimum of thirty (30) minutes following the last sound of thunder.

- Should a serious chemical imbalance occur in the pool, or an event which poses a potential threat to health or public safety either on the pool deck or in any area of the pool house, the lifeguards will immediately instruct all people to exit the pool area.
- Swimming suits are the only appropriate attire when in the pool water. Cut-offs and thong suits are not permitted in the pool. Street shoes must be removed before entering the pool area.
- Anyone not toilet trained or suffering from incontinence must wear disposable swim diapers and plastic protective pants when in the pool area.
- Showers are required before swimming. Swimmers who leave the pool area are required to shower before returning to the pool.
- No one with any skin disease, sore or inflamed eyes, cold, nasal, or ear discharge, open sores or bandages, or any communicable disease of any kind will be admitted.
- Infant seats and strollers are the only baby equipment allowed on pool deck.
- No running, pushing, rough play or diving will be tolerated. Spitting, spouting water through the nose, blowing the nose, or otherwise introducing contaminants into the pool are not permitted.
- No inflatable floatation devices such as water wings, rafts, or air mattress will be allowed in the pool. Water guns, cannons, or dispensers are prohibited. NO EXCEPTIONS.
- A responsible person must accompany any individual who is unable to swim or who are using training aids. Coast Guard Approved life vests are available at the pool for resident use.
- The use of profanity including related gestures will not be tolerated. Rowdy and boisterous behavior that interferes with the pleasure of the other patrons, or poses a safety risk, will not be allowed.
- Only battery-operated radios or other audio devices equipped with earphones are permitted.
- No alcoholic beverages, glass containers or breakable items are permitted in the pool area. Individually packaged light snacks and liquid refreshments are permitted only at the tables on the pool deck. Fast food, lunch/dinner and party foods, including bags of potato chips and pretzels except individual size, may be consumed only at the Pavilion. It is strictly prohibited to consume food or liquids in the pool. Residents are responsible for cleaning up after themselves and using the trash receptacles for all litter. Delivery of restaurant foods to the pool area is prohibited.
- Smoking and pets are prohibited on the pool deck and inside the clubhouse.

- Parties are NOT allowed. More than 2 guests per job is considered a “Party”.
- Whenever additional rules are deemed advisable for the protection of the health and safety of its members and guests, the management, lifeguards, and the Board of Directors are authorized to issue and put into effect such rules.
- All residents and their guests are expected to follow these rules and the directives of the lifeguards. Refusal to obey directions will result in ejection from the pool, possible loss of pool privileges for as long as the pool season, and possible police intervention depending on the severity of the situation. Violations and fines may result in accordance with policies set forth in the Rules and Regulations.

25. Violations of the Liberty Grove Pool Rules

- Violation of Pool Rules will be dealt with at the discretion of the Liberty Grove Board of Directors, Liberty Grove Community Manager, and the employees of the Pool Management Company (lifeguards, pool manager, etc.). Such action may include temporary or seasonal restriction of pool privileges and/or fines.
- Pool attendants, lifeguards, and members of management reserve the right to request proof of residency in Liberty Grove of any pool user.
- Liberty Grove Homeowners Association will not be held responsible for loss of personal property.
- The Board of Directors wishes to extend our thanks to all patrons for abiding by the above rules to provide a safe and enjoyable experience for Liberty Grove families.
- **Please note:** Liberty Grove has a security system which video tapes activities in the pool area, picnic area, pavilion, and parking lot.

All persons using the pool do so at their own risk. The Liberty Grove Homeowners Association and the current Management Company assume no responsibility for any accident or injury in connection with such use, or for any loss or damage to personal property. Persons using the pool agree not to hold the Liberty Grove Homeowners Association and or the current Management Company, liable for any accidents, of any nature, occurred within the pool area. Residents will be responsible for the actions of their children and guests. These Rules and Regulations may be amended from time to time by the Liberty Grove Homeowners Association Board of Directors.

<p style="text-align: center;">LIBERTY GROVE HOMEOWNERS ASSOCIATION RELEASE AND WAIVER OF LIABILITY</p>

I (we) have received the Pool Rules and Regulations for the Liberty Grove Association and agree to obey such rules.

I (we) understand that the water park closes per the schedule for **2018**, and I must leave the premises at that time. Should I fail to exit the facility, I will be responsible for any charges as a result.

I (we) hereby execute this *Release and Waiver of Liability* (the "Agreement") for myself, and my heirs and any of my Minors, guests and invitees and acknowledges the inherent risks involved in the use of the Association's pool which risks include, but are not limited to bodily injury, sickness, disease or death. I (we) also acknowledge and understands that use of the pool is potentially dangerous and that the type of injury or damage described above can occur when using the pool. I (we) UNDERSTANDS THAT THERE MAY BE NO LIFEGUARD ON DUTY DURING THE TIMES I WILL BE ALLOWED ACCESS TO THE SWIMMING POOL AND AGREE TO ASSUME ALL RISKS ASSOCIATED THEREWITH.

In exchange for being permitted to use the pool and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, I (we) release the Association, its Board of Directors, and Managing Agent from any and all liability (excluding liability for intentional or reckless misconduct of those parties) for and waives any and all claims for injury, loss, or damage, including attorneys' fees, in any way connected with the use of the pool, whether or not caused in whole or part by the negligence of the individuals mentioned in this Paragraph.

I (we) further agree to indemnify and to hold harmless (in other words, to reimburse and be responsible for) the released parties from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including the cost of defending any claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of the pool, whether or not caused in whole or in part by the negligence of the released parties.

I (we) have read the foregoing and I will abide by the rules and regulations hereunder.

Please return this form to:
First Service Residential
25 NW Point Blvd. Suite 330
Elk Grove Village, IL 60007
service@fsresidential.com
Phone: (847) 459-0000
Fax: (847) 459-3003

NOTICE: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. THIS SIGNATURE WILL SERVE AS A RELEASE AND WAIVER.

NAME (PLEASE PRINT) _____

ADDRESS: _____

SIGNATURE: _____ DATE: _____

Crime-Free Lease and Rules and Regulations Addendum

In consideration of the execution of a lease of the home identified in the lease, Owner (or Owner's agent or representative) and Resident agree as follows:

1. Tenant, any member of Tenant's household, a guest or invitee in the home or on the common grounds, or any other person in the home or on the common grounds invited there in any way by Tenant or a member of Tenant's household, **shall not engage or in any way be involved in, any criminal activity, including drug related criminal activity, on or near the said premises.** Criminal activity shall include, but is not limited to, drug-related criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Illinois Compiled Statutes).
2. Tenant, any member of Tenant's household, a guest or invitee in the home or on the common grounds, or any other person in the home or on the common grounds invited there in any way by Tenant or a member of Tenant's household, **shall not engage in any act intended to facilitate or that does facilitate criminal activity,** including drug-related criminal activity, on or near the said property.
3. Tenant, and every member of the household **shall not permit the home to be used for criminal activity, or to facilitate criminal activity,** in the home or on the common grounds, including drug-related criminal activity, regardless of whether the individual engaging in such activities is a member of the household, a guest, or invitee, and regardless of if the Tenant is at home during any such offense.
4. Tenant, any member of Tenant's household, a guest or invitee in the home or on the common grounds, or any other person in the home or on the common grounds invited there in any way by Tenant or a member of Tenant's household, **shall not engage in the unlawful manufacturing, selling, using storing, keeping, or giving of a controlled substance at any location whether in, at, on, or near the property.**
5. Tenant, any member of Tenant's household, a guest or invitee in the home or on the common grounds, or any other person in the home or on the common grounds invited there in any way by Tenant or a member of Tenant's household, **shall not engage in any illegal activity, including prostitution,** as defined in the Illinois Compiled Statute, **threatening or intimidating** as prohibited in the Illinois Compiled Statute, **assault** as prohibited in the Illinois Compiled Statute **INCLUDING BUT NOT LIMITED TO the unlawful discharge of firearms** on or near the home or common grounds, or **any breach of the lease agreement that otherwise jeopardizes the health, safety and welfare of the landlord, his agent or other tenant or involving imminent or actual serious damage** as defined in the Illinois Compiled Statute.

VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF THE TENANCY.

A single violation of any of the provisions of this added addendum shall be deemed a serious violation and material noncompliance with the lease. It is understood and agreed that a **single violation** shall be good cause for **IMMEDIATE termination of the lease** under Illinois Compiled Statute. Unless otherwise provided by law, proof of violation shall not require a criminal conviction. Rather, determination of whether the Association's Rules and Regulations have been violation shall be made by the Board of Directors. Tenant consents to venue in any justice court precinct within Will County in the event Owner or the Association initiates legal action against the Tenant. In addition to the foregoing, the tenant acknowledges that he/she has received a copy of the Association's Declaration, By-Laws and Rules and Regulations. The Tenant further understands that he/she is required to comply with the provisions of the Association governing documents and that should the Tenant fail to comply, a fine could be imposed on the Unit Owner, and/or the Tenant's lease could be terminated, and the Tenant evicted, at the Unit Owner's expense.

In the case of conflict between the provisions of this addendum and any other provisions of the leases, the provisions of the addendum shall govern.

Signed this _____ **day of** _____, 20 _____ .

Tenant: _____
Signature

Printed Name

Tenant: _____
Signature

Printed Name

Property Address: _____

LIBERTY GROVE HOMEOWNERS ASSOCIATION

ARCHITECTURAL IMPROVEMENT APPLICATION AND REVIEW FORM

NAME: _____ DATE: _____

ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

TYPE OF IMPROVEMENT (INCLUDE DIMENSIONS, COLOR, STYLE, ETC.)

LOCATION (IF APPLICABLE): _____

CONSTRUCTION MATERIAL(S): _____

SUPPLIER/INSTALLER/CONTRACTOR: _____

****Please provide all items requested per installation. Failure to provide ALL the requested information will delay your project.**

Item to be modified/ installed	Current Color/ Style/ Type	Proposed Color/Style/ Type
Roof		
Siding		
Gutters		
Shutters		
Front Door		
Garage Door		
Trim Color		
Custom Options		
Windows		
Fence		
Installation Pool/ hot tub		
Playset/ Shed		
Driveway		
Mailbox		
Basketball Hoop (In ground)		
Landscaping Bed/ Tree outside existing beds		
Other		

Applications will not be reviewed until all items are submitted

Please provide the following items:	Mark Items included below
Completed and signed architectural form	
If color or style changing, you must supply a photograph of your home as is, and color/style samples of proposed.	
Village of Plainfield Permit	
Copy of Contract	
Copy of Contractors Certificate of Insurance	
For installations/ additions- plat with drawing of new material/ installed item MUST be included (fences, patios, gardens, sheds, play equipment, pools, etc)	

*If you are changing any exterior color (ie siding)- you will need to advise if you are also changing the color of the shutters/ front door/ gutters. **If you are changing the color of the roof/ installing new gutters- you will need to provide information on the color for both. If you are not replacing/ changing color of the shutters/ door/ gutters/ etc. please provide the existing color with your request in the chart above.**

*If you provide an email address, your approval can be emailed to you once approved to speed the process and notification. If you would like to add an email address for correspondence, please add below:

As of the approval date of this alteration, I accept full responsibility for all the upkeep of the altered area and agree to maintain it in a safe condition.

HOMEOWNER SIGNATURE: _____ DATE: _____

COMMITTEE DECISION (CIRCLE ONE): APPROVED DENIED

CONDITIONS OR NOTES: _____

REPRESENTATIVE SIGNATURE: _____ DATE: _____

BOARD DECISION (CIRCLE ONE): APPROVED DENIED

CONDITIONS OR NOTES: _____

REPRESENTATIVE SIGNATURE: _____ DATE: _____

Please submit your application to First Service Residential, 25 NW Point Blvd., Suite 330, Elk Grove Village, IL 60007. You may also email it to service@fsresidential.com or fax it to 847-459-3003.

Liberty Grove HOA Violation Appeal

Homeowner Name and Address: _____

Date of Appeal: _____

Approximate Date of Violation Notification: _____

Violation (Check One):

- Late Assessment Fee
- Architectural Modification
- Trash Can Removal
- Parking Across Sidewalk
- Lease Registration
- Other (please explain): _____

Reason for Appeal (attach supporting documentation as necessary):

I hereby certify that I am the homeowner of the address listed above and acknowledge that the decision of the HOA Board is final in all appeal matters. Appeals will be conducted at an HOA meeting or electronically if needed.

Signature of Homeowner: _____

Please return this form to:

First Service Residential
25 NW Point Blvd. Suite 330
Elk Grove Village, IL 60007
service@fsresidential.com
Fax (847) 459-3003