

Tuttle Estates Community Association



Rules and Regulations

Tuttle Estates has **2** sets of governing documents. One is called the "**Tuttle Estates Community Association Rules and Regulations**", *displayed below*, and the other is called the "**Declaration of Easements, Covenants, Conditions and Restrictions for the Tuttle Estate Community Association**" (often referred to as the "Codes & Covenants").

I. Introduction

Tuttle Estates Community Association has legal restrictions that freestanding homes do not have. These restrictions are outlined in the Tuttle Estates Community Association's Declaration of Easements, Covenants, Restrictions and Conditions & By-Laws.

Tuttle Estates Community Association consists of the buildings and a total of 248 units. Attached is a property site map. (See Exhibit A).

The Board of Directors ("Board") cannot maintain all personal and real property rights unless each Owner participates in protecting such rights. Owners observing violations of rules may bring the violation to the attention of the person so acting. Often, a gentle reminder of the rules, given directly from neighbor to neighbor, is an effective solution. If not satisfactory resolution results, or if the homeowner is not comfortable dealing directly with a person he/she believes violated the rules, the Board should be notified in writing with details of what was observed. In the event of an emergency or potentially dangerous violation of the Rules, the police, fire department or other property authority, as applicable, should be called at once.

II. Assessments

1. All assessments dues are due and payable on the fifth of the month of January, at the beginning of each calendar year. Please note that not receiving, or claiming not to have received, an invoice does not exclude you from paying dues on time.

2. All payments must be payable to Tuttle Estates Community Association and mailed to P.O. Box 1588, Plainfield, IL 60544. The postmark on the envelope determines payment date, not the date written on the check. As stated above dues must be received by January 5th.

3. Late fees will be assessed according to the schedule as set forth in XIII of this Document.

III. Selling a Unit

1. The Seller must obtain a statement of “paid assessments” from the Board which certifies that all assessments have been paid in full to the date of closing of the sale. The Board will prepare and process the paid assessment letter and any other necessary forms for the homeowner. There is a minimal charge for this service.
2. It is the responsibility of the Seller to provide the Buyer with the following documents at closing:
 - a. Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions for Tuttle Estates Community Association
 - b. Declaration of By-Laws for Tuttle Estates Community Association
 - c. Tuttle Estates Community Association Rules & Regulations

IV. Signage

No sign of any character shall be erected, posted or displayed on or from any unit, common element or limited common element. “For Sale” or “For Rent” signs are expressly forbidden from being displayed other than from within a unit. Only one (1) sign may be displayed in the front yard of the home and said sign must be in neat and orderly condition.

Owners may display an additional “Open House” sign near a principal street of the complex, provided the sign is posted no more than two (2) days prior to an open house and removed no more than one (1) day after said open house.

A “SOLD” sign may remain on or at the unit only ten (10) days after a unit is sold.

V. Exterior Maintenance

1. Bird feeders, wind chimes, bird baths, lawn ornaments and/or gnomes and fountains are acceptable only in the rear of each unit and cannot obstruct landscaper duties.
2. Owners are responsible for watering the lawn areas around the unit. Watering of lawns and garden areas is necessary to achieve a beautiful community. Owners agree to follow the Village of Plainfield watering policies.
3. Hoses must be neatly rolled up and stored in a plant bed area or on the patio when not in use during the spring/summer months. Hoses should be disconnected and stored inside the unit or garage by November 1 each year.
4. Grass should be mowed to a proper height; yards shall be free of weeds or other debris.
5. **Starting May 1, 2021** - All mailboxes must be installed in the ground. The use of a 5-gallon pail or other container to hold a mailbox up will no longer be allowed.

VI. Common Areas

1. All items, including but not limited to toys, recreation equipment, portable basketball hoops, bicycles, patio furniture, outdoor cooking equipment, must be removed from the common area, which includes driveways, by dusk.
2. Bike riding, roller skating, skateboarding or scooter use is not allowed on the lawn areas.
3. No Boats, commercial trucks, recreational vehicles, trailers or other vehicles, not including passenger automobiles, shall be parked or stored on any portion of the premises (excluding garage) for a period of more than twenty-four (24) hours without prior Board approval.
4. All attachments or inserts to a vehicle, such as trailers, bike racks, campers, etc., must be stored within a homeowners' garage.
5. No animal containment areas such as dog runs/kennels, chicken coops, etc are permitted. No pet shall be living outside of the house on the property.
6. No major mechanical work will be permitted on driveways, lawns or common areas, except emergencies such as tire and/or batter repairs. All other automotive work, bodywork, painting, etc. is prohibited. No inoperative vehicle may remain on a driveway for longer than seven (7) consecutive days.
7. Owners, residents and their guests are prohibited from parking in or an any of the follow areas: Any sod, grass or other landscaped area; on or over sidewalks; in any manner so as to obstruct egress and exit from driveways.

VII. Garage Sales

1. Owners may hold two (2) garage sales per year. Please consider your neighbors' rights during the sale.
2. The Village of Plainfield may have regulations regarding garage sales and homeowners are urged to contact the Village prior to said sale.

VIII. Noise, Activities

1. No noise, fireworks, music or other sounds will be permitted at any time in such a manner as to disturb or annoy other residents. The Association shall levy a fine to any Owner who fails to comply.

IX. Storage

1. No items shall be stored in the front, side or rear of any unit which shall pose a hazard to any unit or individual or may be judged to be unsightly or to disrupt the visual conformity of the property.
2. Firewood shall only be stored on the patio and all wood shall be neatly stacked.

XI. Recreational Items and Holiday Decorations

1. Any and all recreational items, including basketball hoops, etc., must be stored inside permanently after November 1st
2. Any and all portable pools., must be stored inside permanently before October 1st.
3. All holiday decorations must be removed from each unit within thirty (30) days from the conclusion of the respective holiday. Holiday decorations are to be neatly placed so as to conform with the beautification of the community.

XII. Enforcement of Declaration, Regulations and By-Laws

1. If an Owner violates or is otherwise liable for a violation of the provisions of the Declaration, By-Laws or these Rules & Regulations of the Association, the Board has the right to demand compliance for a violation and will draft a Notice of Violation and send same to the unit Owner.
2. Should the Owner have an objection, the Owner may file a protest in writing to the Board, stating the reasons why the Owner feels they did not commit a violation.
3. Should no protest be filed within fourteen (14) days, the allegations in the Notice of Violation shall be considered to be true. Should a protest be filed, a hearing on the matter shall be held before the Board no later than six (6) weeks after the receipt of the written protest. The owner must be present in person at the hearing or the protest will be denied.
4. At the hearing, the Board shall hear and consider arguments, evidence or statements, regarding the alleged violation. After a full hearing, the Board shall state its determination regarding the alleged violation.
5. Payment of the charges made under this policy shall not become due and owing until the Board has completed its determination. However other legal or equitable remedies may be pursued by the Board during this time.

XIII. Schedule of Fines

A. With Respect to all fines EXCEPT for violation of Regulation II, Assessments, the schedule of fees is as follows:

First Notice of Violation No fine assessed

Second Notice of Violation \$50.00

Third Notice of Violation \$75.00

Fourth Notice of Violation \$100.00

B. With Respect to fines for violations of Regulation II, Assessments, fees are as follows:

Unpaid after thirty (30) days: \$50.00 + 18% interest per annum Unpaid after sixty (60) days \$1.00 per day in addition to the above fine + 18% interest, until the fee is paid

The Board may assess the Owner for all costs for repairs to correct damage caused by any violation. In addition, the Owner shall be assessed for the costs of any legal fees incurred by the Association

C. Late Assessment Penalty Policy

30 days late: \$50.00 plus 18% annual interest.

60 days late: \$1.00 per day plus the above penalty until full payment is received.

The postmark provided by the USPS determines payment date not the date written on the check. Any payment postmarked after February 5, will be assessed the 50.00 dollar late fee. Any payment postmarked after March 5, will start incurring 1.00 dollar per day late penalty plus the 50.00 dollar late fee plus the 18% annual interest penalty.