

# NEWBURY ESTATES OF MATTESON HOMEOWNERS ASSOCIATION

## RULES AND REGULATIONS

Revised March 1, 2023

Adopted in accordance with the authority set forth in the Declaration of Covenants, Conditions, Easements and Restrictions for Newbury Estates Subdivision in Matteson, Illinois and the (805 ILCS 105/) General Not for Profit Corporation Act of 1986

The Rules and Regulations will be effective on the date of their adoption by the Board of Directors for Newbury Estates Homeowners Association

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## Introduction

**The Rules and Regulations** are intended to develop and maintain a sense of community and safety for all of Newbury Estates of Matteson Homeowners. They were established for the purpose of enhancing and maintaining the value, allure and attractiveness of Newbury Estates of Matteson.

Each Homeowner shall comply with the Rules and Regulations, and is responsible for the actions of their children, pets and guest.

Many of the Rules and Regulations are listed in “The Declarations of Covenants, Conditions, Easements, and Restrictions” the documents you received before closing. If you require a copy, please contact the Management Company.

## Vision and Mission Statement

**Our Vision** is to encourage and support a community of neighbors collectively working together to increase property values and promote the spirit of respect, caring, pride, prestige, family and friends.

**Our Mission** is to cultivate a welcoming environment and to enhance our quality of life by maintaining our common areas and upholding our Covenants, Declaration, and By-Laws.

## **SECTION 1 – ADMINISTRATION**

### **Assessments**

#### **Payment of Annual Assessments**

Annual Assessments are due on January 1st of each year.

#### **No Waiver of Liability**

No Owner may waive or otherwise escape liability for Assessments provided for herein by any act or omission including without limitation nonuse of the services provided by the Association, the Maintenance Area or abandonment of his Lot. *Article 5.11*

#### **Purpose of Assessments**

"The Assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members of the Association and, in particular, without limiting the foregoing, for maintenance, repair, replacement, improvement and additions of and to the maintenance area and the improvement thereon, for all taxes, insurance, utilities, professional and other services, materials, supplies, equipment and other costs and expenses incident to the ownership of the maintenance area and all facilities and improvements thereon and for otherwise carrying out the duties and obligations of the Board and of the Association as stated herein and in its Articles of Incorporation and By-laws." *Article 5.02 Newbury Estates of Matteson Covenants*

Prompt payment of Assessments by all Homeowners is critical to the financial health of the Association and to the maintenance of the property values of our homes. The policies and procedures outlined shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the Declaration of Covenants and Illinois Code of Civil Procedure, the following are Newbury Estates Homeowners Association's Collection Policy, Procedures and Timeline.

#### **1. Assessments and Collections**

a. Annual Assessments are due and payable on the 1st of January each year. The Late Fee of \$150.00 assessed as follows:

- If payment is not received, in full, by January 31st, a \$75.00 Late Fee will be assessed to the account.
- If Payment is not received, in full, by February 28th, or the last day of February, an additional \$75.00 Late Fee will be assessed to the account.

All Owners should remit the Annual Assessment in a timely manner to avoid Late Fees.

b. Special Assessments and other charges maybe assessed and are due at different times throughout the year. If the Board imposes a "Special Assessment" on July 1st, the payment will not be due the 1st of the year. It should be due on August 1st, Thirty (30) days following approval, typically. The same with any fines imposed...the due dates are based on when the infraction occurred.

- c. Lot Owners who are delinquent in the payment of Common Expenses shall be subject to legal action in accordance with the provisions of the Declaration and By-Laws. Once legal action has commenced, all legal fees and costs will be assessed to the Lot Owner, as required by the Declaration and By-Laws.
- d. Any Homeowner experiencing financial difficulties, should contact the Board of Directors via the Management Company to make payment arrangements **prior to** May 1st. On May 1st, all delinquent accounts are forwarded to our attorney for collection.
- e. Illinois State Statute Law (735 ILCS 5/9-102), Forcible Entry and Detainer, **allows the Association to evict Homeowners for non-payment of Assessments, regardless of mortgage status**. In addition, **all court costs and administrative fees incurred are charged back to the delinquent Homeowner**. The Association has absolutely no desire to evict a neighbor from their home; however, Assessments must be paid on time and this is within the Associations right when Homeowners become delinquent.

### **Newbury Estates HOA Collection Procedure and Timeline**

- December/January (Current): 1st Statement is mailed...DUE DATE JANUARY 1ST
- February 1st (30 Days Late): 2nd Statement with \$75.00 Late Fee
- March 1st (60 Days Late): 3rd and Final Statement with Second \$75.00 Late Fee
- April 1st (90 Days Late): HOA Board Letter to Homeowner
- May 1st (120 Days Late): KSN or K & M 30-day Notice & Demand for Possession
- June 1st (150 Days Late): Court Date Scheduled, if no payment scheduled
- July 1st (180 Days Late): Court Date; Order of Possession Approved by Court; "Stay Date" Scheduled after Ninety (90) Days Judge will give Owner ninety (90) days to remit payment. before KSN or K & M schedules eviction
- September 1st (240 days Late): Proceed with scheduling eviction after "Stay Date" expiration if no payment received

#### **2. Association Records**

As required by law, the books and records of the Association are available for the inspection of Lot Owners for any proper purpose upon 30 days written request.

#### **3. Board Meetings**

Board meetings are open to all Lot Owners. The Association holds four (4) mandatory meetings a year, pursuant to the Illinois Community Association Act, which are held at the Matteson Community Center, 4450 Oakwood Lane or via ZOOM. Attendance at these meetings will keep you up to date on the issues regarding our community. The meetings are listed on the website and signs are posted 1 week prior to the meeting.

#### 4. Eligibility to Serve on the Board of Directors

- a. Own a home and reside in Newbury Estates
- b. Owners must be in good-standing, and they must be current in their Assessments and Late Fees.
- c. Only one voting rights member per household can serve on the Board as an elected Director during any term. Households shall be recognized as one member.

#### 5. Communication

In an effort, to keep Homeowners updated we have the following forms of communication:

- TownSquare Homeowner Portal
- Website: [www.NewburyEstatesofMatteson.org](http://www.NewburyEstatesofMatteson.org)
- Email: [info@newburyestatesofmatteson.org](mailto:info@newburyestatesofmatteson.org) (Email delivery is treated as accepted communication/notification in lieu of USPS carrier mail)
- Phone: 708-400-8665
- Quarterly Newsletter
- Facebook: Newbury Estates of Matteson

#### Management:

Community Management Solutions, Inc.

Lisa Mazziotta

PO Box 1177, Frankfort, IL 60423

815-464-8408

[www.communitymanagementsolutionsinc.com](http://www.communitymanagementsolutionsinc.com)

## SECTION 2 – APPEARANCE OF COMMON AREAS

### 1. Common Areas

- a. Storage of any kind is expressly prohibited on or in any Common Area.
- b. The Lot Owner is responsible for his/her conduct, and that of his/her children and guest. It will be the Owner's responsibility to understand and observe all Rules and Regulations.
- c. Any damage to the Common Area caused by any Lot Owner, children or guest shall be the responsibility of such Owner and the Owner shall be assessed for the cost of repairing such damage.
- d. No Lot Owner shall make any excessive noises in the Common Areas which may disturb other Lot Owners.
- e. Common Areas that require maintenance should be promptly reported to the Management Company.

#### Common Areas:

- Entrance Monuments
- Parkway/Boulevard on Willow Road
- Playlot
- The Retention Pond and land around it

## 2. Retention Pond

- a. The Retention Pond in Newbury Estates for storm water management only, and serves no other purpose. The pond is part of an integrated system that should not be contaminated by unauthorized use.
- b. Skating, swimming, playing, littering or loitering is not permitted in or around the pond. Garbage of any type should not be disposed of in the pond. The disposal of oil, grease and other contaminants are not to be disposed of in the pond or storm sewer inlets on the streets.
- c. If damage to the pond is caused by a Homeowner, their guest, or children, the Homeowner will be charged with any expenses incurred to correct the problem, including any legal fees.
- d. 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 the pond.

PLEASE NOTE: many of the wild birds and geese that frequent our Community are protected under Federal Laws. By Law you are not to pursue, hunt, take, capture, kill, eat or harm them in any way. "This prohibition applies to birds included in the international conventions between the U.S. and Great Britain, the U.S. and Mexico, the U.S. and Japan, and the U.S. and the Russia." Be forewarned there are fines and prison time associated with the breaking of Federal Laws for the protection of migratory birds.

<https://www.fws.gov/birds/index.php>

## 3. Landscaping

- a. Any sod, flowers, trees, monuments, lights or other property damaged through neglect or abuse to the common areas, shall be replaced at the expense of the homeowner.
- b. Homeowners are not permitted to alter, change or add to the landscaping of the Common Areas, without expressed permission of The Board of Directors.
- c. No events may be conducted on any Common Areas without the expressed permission of the Board of Directors.
- d. Owners must maintain their parkway trees.
- e. Clear snow from all sidewalks surrounding your lot/property (winter). Grass cutting and weed control on regular basis (spring/summer/fall).

## 4. Safety and Security

To ensure your safety and protect your personal property the Matteson Police Department advises that we adhere to the following "precautionary" measures:

- A. If any suspicious activities are observed notify the police at (708) 748-1564 (non-emergency number) **immediately** and write down any license plate numbers you observe
- B. Never leave storm/security doors unlocked if the entry door is open
- C. If you arrive home late, do not unload your vehicle in the driveway
- D. Be aware of your surroundings at all times
- E. Ensure all vehicle doors parked in the driveways are locked and valuables are placed out of sight \*LOCKS ARE USELESS IF NOT USED\*
- F. Turn on your porch/garage lights at dusk. ("dusk to dawn" fixtures can be purchased at any Home Improvement Store for less than \$20.00)

## 5. Signs and Advertisement

Advertising signs for business, commercial activities or political endorsement are strictly prohibited anywhere on the Common Areas. No signs (including without limitation "For Sale", "For Rent" or "Vote For"), advertising or other displays shall be maintained or permitted on any part of the Property, except at such location and in such form as the Board may, in its sole discretion approve.

### Approved signs and locations:

#### Temporary Association Meeting:

Two signs near the main entrance to Newbury Estates.

#### Open House:

Four (4) open house signs may be posted: one (1) near each main entrance to Newbury Estates, and up to two (2) internal directional signs, with prior approval of the Board.

#### Garage/Yard Sale:

Four (4) open house signs may be posted: one (1) near each main entrance to Newbury Estates, and up to two (2) internal directional signs, with prior approval of the Board.

## SECTION 3 – PETS

1. All homeowners are required to sign a dog waiver.
2. No pet breeding allowed. No more than a total of three dogs/cats per household.
3. All pets must be restrained by leash no more than six (6) feet (including recoil leashes) in length and held by a person physically capable of controlling the animal.
4. Dogs must be walked via leash and dog waste picked up and properly disposed.
5. All pet owners **MUST** carry a plastic bag or other device to properly clean up pet waste throughout the subdivision including private property. If your pet utilizes your yard, deck or patio etc. the areas must be cleaned daily to eliminate unpleasant odors, contamination and rodents.
6. No pet may be left unattended outside a Lot Owners property at any time. Animals must be restrained by leash when on private property unless enclosed in a secure fenced area.
7. No dogs may be tethered, tied, or kept in any Common Area or tethered, tied or kept in a manner that allows them to access Common Areas.
8. Pets are not allowed to utilize the Parkway/Boulevard on Willow Avenue.
9. The cost of repairing any damage caused by the pet including repair of the Common Areas, or the cost to remedy any problems related to the actions of a pet, shall be the responsibility of the pet owner.
10. Any pet which causes injury, creates a nuisance, unreasonable disturbance or causes damage to any Common Area may be permanently removed from the property upon three (3) days' notice.



## SECTION 4 – VEHICLE REGULATIONS

### 1. General Rules

- a. Inoperable, disabled, dilapidated, unregistered and covered vehicles must be stored in the Homeowner's garage.
- b. Vehicles may not be parked, maintained or stored so as to obstruct passage of other vehicles in the subdivision.
- b. Vehicle repair is not permitted on common areas except for emergency repairs minimally necessary to render vehicle operable for removal to a service facility.
- c. Auto maintenance or repairs are not permitted except in Homeowner's garage.
- d. All vehicles shall be equipped and operated in a manner not to disturb other Homeowners (vehicle noise i.e., loud motors or engines).
- e. Homeowners are not permitted to run a vehicle sales or service repair operation on their property. Only minor repairs done to the Homeowner's own vehicle(s) is permitted.
- f. Commercial vehicles may park so long as such parking is only for the period of time necessary to provide the commercial services requested by the Lot Owner or the Association.

### 2. Village of Matteson Ordinances

- a. Parking in the thirty-foot (30') area between "Fire Lane" signs is prohibited at all times. This is a fire code regulation. Any vehicle parked in a fire lane will be ticketed by the Matteson Police Department.
- b. All vehicles must be operated in a manner as to assure safety of pedestrians. Speed in excess of 25 miles per hour is prohibited.
- c. After two (2") inches of snowfall has occurred, all cars must be removed to facilitate snow removal.
- d. Improperly parked vehicles may be towed at Owner's expense.

### 3. Recreational Vehicles

- a. No trucks, campers, motor homes, trailers, disabled, dilapidated, inoperable vehicles, recreational vehicles, boats, jet skis, four wheelers, etc., can be parked on premises unless in garage. No more than one recreational vehicle may be kept on the property.

### 4. Visitors Parking

Due to the limited availability of parking spaces and the residential density of Butterfield Place III, it is required that you inform the Matteson Police Dept. of any large function at your home that require guest to park on both sides of the street. In absence of notification, the Village of Matteson Police may ticket all cars that are in violation of the No Parking Rules.

### 5. Enforcement

Any violation of the Association vehicle regulations may be subject to enforcement procedures set forth herein, including but not limited to, violation notices and potential fines.

## SECTION 5 – MAINTAINING A SENSE OF COMMUNITY

### 1. Each Home is for Single Family Residential Use Only

### 2. No Littering or Storing of Unsightly Materials

### 3. Noxious and Offensive Activities

No noxious or offensive activity shall be conducted on any Lot or in the Common Areas, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become an annoyance or a nuisance to other Homeowners.

### 4. Noise and Disturbances

No resident shall make any disturbing noise on any lot or in Common Areas that would interfere with the rights, comfort, or convenience of other Homeowners.

### 5. Criminal Activity

Any activity found to be illegal will be reported to the Village of Matteson Police Department.

### 6. Children

It is expected that all children in Newbury Estates will be supervised. The Homeowners are responsible for the acts and behavior of their children and guests of their children. If it is determined that your child is creating a disturbance in the community for any reason, the Homeowner may be fined. Violations of Local Law will be brought to the attention of the Matteson Police Department and the Associations Attorney.

### 7. Basketball Hoops

Basketball Hoops will be permitted provided they are freestanding. No basketball hoops will be permitted to be attached to any home in the Subdivision. All mobile basketball hoops must be stored out of sight during the off season (October – March).

### 8. Exterior Maintenance

Property Owners are required to keep the exterior appearance of their properties/lots in excellent condition at all times such as grass (weed control), siding, driveways, mailboxes, steps, light fixtures, paint, roof, gutters, etc.

### 9. Exterior Changes (Board and Village approvals required)

The Association requires all residents who wish to perform exterior changes to obtain approval from the Management. Upon Board Approval, Homeowners must obtain a permit from the Village of Matteson.

a. **What are exterior changes?** Generally, owners will need approval for any exterior change work that involves changing the color scheme of the home, fence, patio, landscaping, decks, etc. (Please check with Management Company prior to beginning any exterior project)

## 10. Construction/Work Performed

- a. All work performed must be done during reasonable hours so surrounding Homeowners are not disturbed.
- b. Contractors may not store any materials, tools or equipment on the outside of the property, visible from the street, any debris should be removed promptly
- c. If dumpsters are stored for debris, the dumpster must be hauled away prior to debris overflow
- d. All contractors, development companies and property flippers/investors, are required to be licensed and bonded and must provide a certificate of insurance naming the Newbury Estates Homeowners Association as an additional insured.
- e. All contractors must obtain building permits with specific scope of work outlined.
- f. Unit owners must obtain approval from the Board prior to beginning work and must be current with assessments.

## 11. Garbage

- a. All garbage and recyclables, must be placed in durable plastic bags and securely tightened prior to disposing in receptacle. This will eliminate debris from falling out of containers on trash day.
- b. All receptacles must be stored out of street view.
- c. Receptacles should be placed on the curb at dusk the night before garbage disposal and must be returned by dusk the next day.

## 12. Exterior antennas and Satellite Dishes

Exterior antennas and satellite dishes will be permitted provided that they are in the rear of the house and are not visible from the street and further provided that they do not exceed 18 inches in diameter.

## 13. Hanging Clothes

No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out to dry in the individual Lots.

## 14. Fences

No fence or other non-residential structure shall be erected or maintained on any lot in the subdivision which is in violation of the Village of Matteson ordinance.

## 15. Flag Display

Flag Provision and Installation Requirements:

- Freestanding Flag poles are limited to 15 feet in height.
- Only one (1) mount is permitted
- Flag size is limited to 3' x 5'.
- Location limited to 15' from your home at any given point.

**Note:** Improper display of an American or Military Flag is subject to request for removal by the Board.

## 16. Seasonal Decorations

Seasonal decorations shall not be installed any earlier than two (2) months before and must be removed no later than one (1) month after the date of the holiday.

### **17. Swimming Pools, Therapy Pools and Spas**

Above ground or in-ground exterior swimming pools shall be permitted subject to compliance with the Village of Matteson ordinances. Exterior pool lighting shall be designed to produce a subdued, tranquil effect. Prior to construction, Homeowner's must obtain Board Approval and a permit from the Village of Matteson.

### **18. Temporary Building, Out Buildings, Campers, Trailers, Etc.**

No temporary house, campers, habitable motor vehicles, pet enclosures, batting cages, sheds, trailer, tents, recreational appurtenances, shack or other structure or building of a temporary structure shall be constructed, placed, allowed to exist or used on any lot at any time as a residence.

### **19. Trucks, Campers, Disabled Vehicles Etc.**

No trucks, truck-mounted campers, motor homes, trailers, utility trailers, recreation vehicles (including, but not limited to snowmobiles), house trailers, buses, boats, boat trailers, campers, junk automobiles, dilapidated, inoperable, covered or disabled vehicles of any kind shall be maintained, stored or parked on any of the Lots in the Subdivision unless housed or garaged completely in a structure that complies with the Covenants and Restrictions.

### **20. Junk, Machinery and Materials**

No implements, machinery, lumber or building materials shall be permitted to remain exposed upon any lot so they are visible from the streets or any neighboring lot, except as necessary during a reasonable period of construction of a building thereon. No lot in the Subdivision shall be used for storage of unsightly material of any kind.

### **21. Plants Diseases or Noxious Insects**

No plant or seed, or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be intentionally introduced or maintained upon any part of a Lot.

### **22. Garage Sales**

A permit must be obtained from the Village of Matteson and must be visibly displayed during the garage sale. (Refer to Village Ordinance)

- a. Signs shall not be posted to advertise the garage sale on the premises without **prior** written consent of the Board.
- b. Merchandise should be displayed within the Homeowner's garage and is limited to the Homeowner's driveway.

### **23. Filing Complaints**

If possible, please communicate with your neighbors to resolve any minor issues prior to contacting the Board. However, property owners may file complaints against property owners, anonymously if preferred, that are in violation of the Covenants and Restrictions, such as non-maintenance of lawns, loud noises, exterior appearance, speeding, etc. Violations can be submitted to the Board via the Management Office.

## 24. Neighborhood Watch

Newbury Estates currently participates in the Neighborhood Watch program with the Village of Matteson Police Department. In order to keep our community safe, we ask that you look out for any suspicious activity or people that you believe would have a negative impact on our community.

## SECTION 6 – CLOSING AND TRANSFER OF OWNERSHIP

### 1. Resales

- a. Any homeowner wishing to lease their home, must contact the Association's Management Company, **prior** to leasing and immediately provide a copy of the signed lease to the management company. Lessees are subject to the Declaration, By-Laws and Rules and Regulations of the Association.
- b. Orientation Meeting with Board member(s) is required for all potential homeowners and renters, **prior** to closing or leasing.
- c. The Association shall provide any Lot Owner, upon thirty (30) days' notice to the Board or its agent, a statement of account setting forth the amount of any unpaid Assessments and other charges due and owing from such Owner. The Association may charge a fee. Please contact the Board via the Management Company for more information.

## SECTION 7 – ENFORCEMENT OF RULES

### Defined Occurrences

It is the responsibility of each Homeowner to be familiar with the Declaration of Covenants, Bylaws, and Rules and Regulations. Unfamiliarity with Declaration, By-laws, or Rules and Regulations will not be accepted as justification for any rule violation.

If a Homeowner is in violation of the Associations Rules and Regulations or the Village of Matteson Ordinances, the Management Company or the Village of Matteson will be notified of the infraction.

Any Homeowner witnessing a violation of the Associations Declarations, Bylaws or Rules and Regulations should notify the Board via the Management Company of the violation. It is recommended that photographs be taken, if possible, and submitted to illustrate the infractions.

**If the Homeowner is in violation of a Village of Matteson ordinance, they will be reported to the appropriate Village of Matteson department. Homeowner may incur fines from the Association and the Village of Matteson.**

1. In accordance with the Illinois Community Association Act, if someone is believed to be in violation of any of the provisions of the Declaration and By-Laws or Rules and Regulations, a signed, written complaint must be submitted by an Owner, the Management Company, or member of the Board of Directors.

2. The Homeowner charged with the violation will be given written notice of the complaint, informing him/her of a time and place where the Board of Directors will conduct a hearing to review the complaint (if applicable). At that time, the Lot Owner will have the opportunity to defend themselves. All hearings will proceed with or without the presence of the accused Owner, so long as notice has been sent in advance. The findings of the hearing will be determined by the Board of Directors and will be reflected in the next scheduled Board meeting. Alternatively, at the discretion of the Board, the Owner charged with a violation will be notified that a fine has been assessed according to the most current fine schedule.

3. If any Owner, child or guest is in violation, the Board will notify the Homeowner in writing and a fine may be assessed. All fines are collectable in the same manner as unpaid Assessments.

4. There will be a fine for each violation, provided the Owner has not been fined for the same violation within the last year. If the Owner has been fined for the same occurrence within the last year the fine increases (see fine schedule).

5. In the event of any violation of the Rules and Regulations, Declaration or By-Laws of the Association, the Board reserves the right to pursue any and all legal remedies to compel enforcement, legal and equitable. Any and all costs and attorneys' fees shall be assessed back to the account of the Homeowner in violation.

#### **Violation Process**

The Homeowner shall be responsible for the reimbursement of any and all expenses incurred by the Association in connection with any violation. This can include but is not limited to legal fees, court costs, fines, damages and other charges attributable to or resulting from the violation or enforcement efforts.

The following actions can be taken against a Homeowner when a violation occurs:

#### **1. First Occurrence**

A written notice of the violation will be sent to the Homeowner and no fine will be imposed. The Board has the discretion to request a hearing for any violation at any point in the violation process as long as ten (10) days written notice is provided to the Owner.

- a. If the violation requires items to be corrected, the Homeowner must correct within ten (10) days or contact the Management Company to make arrangements for timely compliance.
- b. On day 11 a final notice will be issued and a fine will be imposed. If the violation is not corrected within 7 days of the date on final notice or contact with the Management Company has not been made for timely compliance, the daily fine as listed in the Fine Schedule will be implemented until the infraction is corrected.

#### **2. Second Occurrence**

A written notice will be issued and a fine will be imposed.

#### **3. Third Occurrence**

Notice of Board hearing and fines will be imposed.

**4. Subsequent occurrence(s)**

Will result in additional fines.

**Fine Schedule**

**Assessments Late Fees**

1st Late Fee (Assessed February 1st – 30 days late) .....	\$75.00
2nd Late Fee (Assessed March 1st – 60 days late) .....	\$75.00

**Damage to Common Areas (plus cost of repairs)**

Initial.....	\$100.00
Second Offense.....	\$250.00
Thereafter.....	\$500.00

**Exterior Maintenance**

Initial.....	\$25.00
Second Offense (same violation within twelve months).....	\$50.00
Per Day (after ten-day grace).....	\$5.00

**Hazard to Health, Safety and Welfare of the Community**

Initial.....	\$250.00
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**Noxious and Offensive/Noise and Disturbances**

**Disturbing the peace, fighting, vandalism, property damage, offensive behavior, harassment, intimidation, public drunkenness (adult), and/or but not limited to party out-of-control:**

First Offense.....	\$100.00
Second Offense.....	\$250.00
Thereafter.....	\$500.00

**Domestic violence, child abuse assault, burglary, theft, public drunkenness (minors), possession of illegal drugs, minors in possession of alcohol, and/or but not limited to DUI:**

First Offense.....	\$250.00
Thereafter	\$500.00

**Manufacturing or distributing illegal drugs, any crime related to gang activity; illegal possession of firearm or weapon; discharge of firearm, aggravated assault, arson, kidnapping, and/or but not limited to murder:**

First Offense (and thereafter).....	\$1,000.00
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**Pets**

First Offense.....	\$50.00
Second Offense.....	\$100.00
Thereafter	\$150.00

**Posted Signs**

Initial.....	\$50.00
Per Day (until removed).....	\$15.00

**Satellite Dish**

Initial.....	\$50.00
Per Day (until removed)	\$15.00

**Vehicles: Dilapidated, Inoperable, Covered, Repairs in**

Initial.....	\$50.00
Second Offense (same violation within twelve months).....	\$75.00
Per Day (after ten-day grace).....	\$15.00

## Appendix

### Board of Directors

President           Jana Thompson  
1<sup>st</sup> Vice President   Stephanie Brownlee  
2<sup>nd</sup> Vice President   Aesha EL-Amin  
Treasurer           LaTasha Pryor  
Secretary           Felicia Bates-Pointer  
Director             Leneine Hudson  
Director             Juanita Hardin  
Phone: **708-400-8665**  
Email: [info@newburyestatesofmatteson.org](mailto:info@newburyestatesofmatteson.org)

### Management Company/Registered Agent

Community Management Solutions, Inc.  
Lisa Mazziato  
C/O Newbury Estates Homeowners Association  
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Appendix updated annually