

# Fields of Shorewood HOA

## Rules & Regulations

In order to keep Fields of Shorewood Homeowners Association a pleasant place to live, keep maintenance costs down and maintain the value of the property, it is the responsibility of the Fields of Shorewood Homeowners, Residents and their Guests to abide by these Rules and Regulations.

The intent of these Rules is to provide an understandable practical plan for the residents of Fields of Shorewood and an outline for dealing with violations of the Declaration or these Rules and Regulations. This document is subject to future review and/or revision by the Association Board of Directors.

### **General Rules**

Rules, regulations, and restrictions contained in the Declaration are incorporated as part of these Rules and Regulations and are subject to the enforcement polices set forth in the final section of these comprehensive Rules and Regulations. To the extent that the provision of the applicable law, the Declaration, or the Rules and Regulations are in conflict, the provision of the applicable law shall first control, followed by the provision of the Declaration, and the Rules and Regulations, in that order.

These Rules and Regulations are binding to all Homeowners, their families, guests and/or tenants. Exceptions to the Rules must be made in writing and signed by the Board or its duly authorized agents following a detailed written request by the Unit Owner.

### **Assessments and Collections**

1. All regular assessments of the Association (for the Homeowners) begin January 1<sup>st</sup> of each year, to be paid annually. The annual assessment will be due by January 31<sup>st</sup>. A late fee of fifty (\$50) dollars will be assessed each month starting February 1<sup>st</sup> for delinquent accounts.
2. Twenty-five (\$25) dollars will be assessed for any check returned unpaid for any reason, including, but not limited to insufficient funds.
3. Owners who are in gross delinquency of Association dues, fines, and/or special assessments shall be subject to legal action in accordance with the provisions of the Declaration. Once legal action has commenced, all legal fees and costs will be assessed to the Owner's account as provided for in the Declaration.
4. All Owners are responsible for and may not waive the annual assessment for reasons of non-use of the Common Area or abandonment of his/her Lot.

## **Election**

In order for an Owner to run for the Board of Directors, the Owner must be in good standing with the Association (current with their assessment and compliant with the Associations Governing Documents).

## **Residents, Pets, and /or Guests**

Owners will be held responsible for any damages caused by pets, residents, relatives and/or guests to the Common Area.

## **Common Area**

The Association shall maintain, manage, repair, replace, and pay for all expenses in connection to the Common Area or other property owned by the Association.

1. No signs shall be posted in the Common Area.
2. No sand boxes, temporary pools, or playground equipment of any kind are allowed in the Common Area.
3. No toys or other personal property is to be left in the Common Area.
4. No plantings in Common Area without written approval by the Board or its appointed agent.
5. No boats or rafts of any kind are allowed on or near Association Ponds for recreational purposes.
6. No fishing, swimming, skating, or boating is allowed in the Association Ponds.
7. No littering in the Common Area.
8. Storage of any kind is prohibited on any Common Area.

## **Garbage and Trash**

1. All items placed out for trash collection by an Owner/Resident must be placed curbside. Trash receptacles and yard waste bags should be put out no earlier than noon the day before trash pickup. All materials placed out for collection must be readily accessible to the contractor. Trash receptacles should be retrieved by the day after collection.
2. All garbage must be placed in covered trash receptacles to be resistant to heavy winds.
3. The responsible Owner/Resident should remove any litter remaining on the ground after garbage pickup.
4. Trash receptacles and/or yard waste bags are not to be stored in the front of the house/garage. Preferably they should be stored in the garage or stored in such a way so they are not visible from the street.

## **Parking**

Parking areas and driveways shall be used for parking operable automobiles only and usage of any Lot for storage, or parking of mobile homes, trailers, commercial vehicles, snowmobiles or boats is prohibited. The exception to the above would be to store any of the mentioned vehicles within the confines of a closed garage.

## **Fences and Dog Runs**

No fence shall be constructed that does not meet the Village Ordinance (i.e. layout, setback style, etc.). No dog runs are allowed.

1. No fence or enclosure shall be erected or constructed on any Lot in the Association without the specific approval of the Board of Directors.
2. The approved fence shall be five (5) feet in height, board on board (shadow box style), Red Western Cedar, 1 x 6 boards, spaced edge-to-edge and back-to-back to comply with percent open and closed per Municipal Ordinance, 4 x 4 post with wood (cedar) cap, set 42" into ground and 8 feet +/- on center with concrete footings, at least two, 2 x 4 back rails (1-1/2" wide) one at the top of the boards and one 12" up from bottom of the boards and 1 x 4 top cap board centered on boards.

## **Lawn Appearance/Weed Cutting & Cleanup**

- Weeds and grass growing above ten inches (10") in height are hereby prohibited.
- Parkway trees are not the responsibility of the Association. In situations where the Village deems parkway replacements, Homeowners are responsible to comply with Village requirements. Homeowners are encouraged to contact the Village to replace dead or damaged parkway trees.

## **Swimming Pools, Playground Equipment & Trampolines**

- No above ground swimming pools are permitted.
- Permanent hot tub/Jacuzzi's are allowed. No inflatable or plastic hot tubs allowed.
- All temporary or permanent playground equipment must be kept in a neat and orderly manner remaining in the rear of the home.
- All children's temporary and/or inflatable pools must be in the rear of the home. Temporary and/or inflatable children's pools are not to exceed 72" wide x 15" in height but add-on's (i.e. slides) are permitted without height or width restrictions.
- Trampolines are permitted but must be properly anchored on a level surface to secure the items integrity and must be located in the rear of the property. Sandbags and other items of this nature are not considered approved methods of anchoring.

## **Architectural Approval**

Owners need to submit proposed architectural changes to the exterior of their unit and/or Lot in writing to the Management Company on Attachment B. The project is not permitted to start until written approval is received and approved. Architectural changes to the exterior of the home must be completed within ninety (90) days of receiving Board approval. Extension of this time limit must be approved by the Board.

## **Backyard Storage Shed**

**Revised March 1, 2018**

One backyard shed is permitted per Lot.

Use: Sheds shall not, under any circumstances, be used as a living space for any person or animal.

Sheds that conform to current requirements for the Village of Shorewood Ordinances, and other local and state law, shall be permitted subject to color approval (only neutral colors will be approved).

Maintenance: Homeowners are responsible for the maintenance of the shed on their property. This includes repair of any broken doors, windows, walls, roof, etc. No items may be stored outside of or attached to the shed; they must all be inside, out of view.

## **Satellite Dishes**

Per the 1996 revisions to the FCC Code, satellite dishes one meter or less in diameter will be allowed by the Fields of Shorewood Homeowners Association. However, they may not be affixed to the front of the house and should not be visible from the street. All satellite dishes must be placed in the rear unless the signal is impaired by such placement in which case a certified satellite dish installation company must document the problem. An alternate location will have to be approved by the Board. Any dishes over one meter in diameter will be reviewed by the Board and may be considered depending upon location, size, etc. The installation of satellite dishes in the Common Area or right-of-way is prohibited. Wires must be concealed as much as possible.

## **Holiday Decorations**

All holiday lights and/or decorations shall be put up no sooner than thirty (30) days prior to the holiday. Decorations shall be removed 30 days after the official date of that holiday (weather permitting.) Regardless of weather conditions, items must be turned off/unplugged thirty (30) days after the official date of the holiday (I.e. lights and inflatable decorations).

## **Payment Plans & Monitoring Fees**

**Revised April 15, 2021**

A one-hundred-dollar (\$100) monitoring fee will apply to owners requesting regular or semi-regular payment plans for the annual assessment. However, owners experiencing financial hardships may request payment plans once information related to the validity of hardship is presented to the Association. The Board will determine payment plans on a case-by-case basis and has the discretion to waive the one-hundred-dollar (\$100) monitoring fee.

## **Pets**

Every pet Owner shall exercise care and control of his/her pet to prevent it from becoming a nuisance. A Pet will be considered a nuisance if it is permitted to molest any person, chase any vehicles, attack a person or other animals, damage property or any act of similar nature. Cats, dogs and other pets are not permitted to run at large outside of the

boundaries of the Owner's parcel. Clean up of pet waste in Common Area shall be the responsibility of the petOwner. Pets that are found to be a nuisance, offensive or vicious by the Board of Directors shall not be permitted. Owners of these pet(s) shall be required to appear before the Board and may be ordered to remove the pets from the property after notice and a hearing. Pets outdoors must be on a leash at all times and shall not be unattended provided the home doesnot have a fenced in yard or an invisible fence. No pets shall be tied to any stationary object in the Common Area (i.e. stakes, trees, railings, etc.) while unattended.

Dogs and cats (not to exceed a total of three (3) such pets per Village of Shorewood Ordinance) or other common household pets may be kept on a Lot, provided that they arenot kept, bred or maintained for any commercial purpose. No animals, livestock, poultry of any kind shall be raised, bred or kept upon any Lot or in the Common Area.

### **Sales of Property**

Owners who plan on selling their homes must contact the Management Company two (2)weeks in advance. Buyers must complete Attachment A which specifies that they have received, read and will abide by the Association Declaration and Rules and Regulations. The Owners of the property are responsible for the action of his/her tenant with regards tocompliance with the Association Governing Documents.

## **Violation Process & Fine Structure**

First Violation – Warning Letter will be sent by the Management Company.

Second Violation – \$50.00 Fine will be assessed to the Homeowner's Account.

Third Violation – \$100.00 Fine will be assessed to the Homeowner's Account.

Fourth Violation – \$200.00 Fine and Legal Action will be taken if deemed necessary.

For Violations of a continuing nature, the Board of Directors may issue a reasonable fine at a time interval that they deem necessary.

If a fine is issued, the Owner may request a hearing through written request to the Management Company within fourteen (14) days of incurring a fine.

**Attachment A**

**I have received, read and will abide by the Fields of Shorewood Homeowner's Association Declaration and Rules and Regulations. Additionally, I will ensure that my family, guest, visitor and any future tenant will also follow the requirements as specified in these documents.**

\_\_\_\_\_  
Homeowner Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

## Attachment B

### Fields of Shorewood Homeowners Association Alterations and Additions Application

This form and a sketch of all improvements must be submitted for written approval **PRIOR** to making any exterior addition or alteration to your home.

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

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

Email Address: (please print) \_\_\_\_\_

Description of Improvement: \_\_\_\_\_

Dimensions: \_\_\_\_\_ Supplier: \_\_\_\_\_

Approximate Cost: \_\_\_\_\_ J.U.L.I.E DIG # \_\_\_\_\_

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

A SKETCH OF ALL IMPROVEMENTS MUST BE ATTACHED TO THIS APPLICATION TO SHOW LOCATION AND DIMENSION RELATIVE TO EXISTING STRUCTURES. ALSO, SUBMIT A DRAWING WHERE THE ALTERATION IS ON YOUR PLAT SURVEY ACCORDING TO THE UNIT AND PROPERTY LINES.

***AS OF THE APPROVAL DATE OF THIS ALTERATION, I ACCEPT FULL RESPONSIBILITY FOR THE ALTERED AREA AND WILL MAINTAIN IT IN A SAFE AND PRESENTABLE CONDITION.***

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please Return To:

**Nemanich Consulting & Management, Inc.  
2756 Caton Farm Road  
Joliet, IL 60435  
Fax: (815) 609-2335**

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#### For Internal Use Only

Date Received: \_\_\_\_\_ by: \_\_\_\_\_

Date Approved: \_\_\_\_\_ by: \_\_\_\_\_

Reason for Disapproval: \_\_\_\_\_

Final Inspection By: \_\_\_\_\_ By: \_\_\_\_\_