



# *Silver Leaf Homeowners Association*

## **RULES & REGULATIONS**

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# **RULES AND REGULATIONS OF THE SILVER LEAF HOMEOWNERS ASSOCIATION**

## **Preamble**

These Rules and Regulations (R&R) have been adopted with the intent of providing the residents of the Silver Leaf Homeowners Association with a practical plan for day-to-day living at the Silver Leaf Homeowners Association and to provide the residents with specific information that will be reviewed on an on-going basis by the Board of Directors.

Implementation of the Rules & Regulations requires the cooperation of all of the residents of the Association.

Respectfully submitted  
The Board of Directors of Silver  
Leaf Homeowners Association

Adopted 9/23/2014

## **A. General Rules**

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

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

## **B. Architectural Rules**

1. To maintain uniformity and for insurance liability reasons, no exterior architectural or landscaping changes in the Common Areas can take place without the Board's or its duly authorized agents written approval.
2. Board approved architectural changes or repairs must be completed in the time agreed upon with the Board.
3. Exterior additions are not permitted to any home without the Board's written approval. No building or structure of a temporary character shall be placed or erected in any parcel.
4. Exteriors of houses, decks, fences, sheds, etc., shall be maintained to keep an attractive appearance. Peeling of paint will not be permitted.

## **C. Common Area**

1. No planting or landscape changes in the Common Area will be allowed without prior Board approval.
2. No sign posting without prior Board approval.
3. No toys, sandboxes, temporary pools, playground equipment will be allowed in the Common Area without prior Board approval.
4. No boats/rafts of any kind allowed on the Association's ponds.
5. No swimming, skating, or boating allowed in the Association's ponds.

6. No littering or vandalism of the Common Areas is allowed, including the ponds and surrounding areas.
7. Storage of any kind is expressly prohibited on any Common Property.

#### **D. Conditions of the Property**

1. According to the City of Joliet, weeds, underbrush, or other unsightly growths in excess of eight (8) inches in height shall not be permitted to grow or remain on any Lot.
2. According to the Declaration in Article 8.05, all rubbish, trash, or garbage containers shall be kept so as not to be seen from the front of the resident home streets side, and shall be regularly removed from the Premises, and shall not be allowed to accumulate thereon. If the resident would like their trash cans to be stored along side of their home, they may build a shadowbox fence enclosure or plant tall leafy bush to block the view. See D.2.a
  - a) Fenced enclosures for garbage cans require an architectural improvement application to be submitted by the Owner for approval by the board.
  - b) Garbage is permitted to be placed out on collection days only, or the night before.
  - c) All garbage must be placed in sealed plastic bags or covered cans to be resistant to heavy winds.
  - d) No refuse pile shall be allowed to be placed or stored on any Lots.

#### **E. Damage to Common Property**

According to the Declaration in Article 3.07, any property which is damaged by the conduct of an Owner, or by the Owner's family, pets, guests, and/or tenants will be responsible of the Owners. Any condition meriting an extension must be submitted to the Management company within 20 days (or less in case of emergency) of the damage occurring.

#### **F. Barbeques, Grills, "Chimeneas" and other outdoor fire pits**

1. Should only be used in the rear of the home.
2. Should not be stored in front of the home.
3. Fire rings are not permitted.

## **G. Pets**

1. Cats or dogs are not permitted to run at large, unattended.
2. Pets shall be controlled as not to create a nuisance anywhere on the Common Area. All pets must be leashed and attended at all times when on the Common Property.
3. No animal is to be allowed to disturb the peace and quiet of the neighborhood by barking, howling, whining, etc. for any extended period of time.
4. If a pet defecates on any Common Property, the pet owner must clean up after pet(s) immediately.
5. Violation of the above Rules regarding pets may result in the owner being reported to the City of Joliet Animal Control.
6. Homeowners are responsible for damage to Common Areas caused by their pet(s).

## **H. Seasonal Decorations**

The Board of Directors encourages Homeowners to put up Holiday displays, however displays must be tasteful and should be limited to the following:

1. Christmas decorations are permitted between November 1<sup>st</sup> and January 15<sup>th</sup> (weather permitting).
2. Other holiday/seasonal displays are permitted for a maximum of 6 weeks,
3. Amount of lights and decorations shall be limited in number to what is considered tasteful.
4. Any holiday lighting should not be obtrusive and should not disturb other Homeowners.

## **I. Vehicle Regulations**

1. According to the Declaration in Article 8.06 and 8.08, vehicles without current license and registrations, inoperable vehicles, buses, boats, snowmobiles, mobile homes, air planes, trailers and other commercial vehicles shall not be parked, stored or left unattended. These vehicles and machinery should be stored in the garage or in an off-site storage facility.
2. Residents should not park their vehicles to obstruct the sidewalks.

3. According to the Declaration in Article 8.08, inoperable vehicles are not allowed to be parked on the driveway.

## **J. Unsightly Uses/Nuisance**

1. Signage of any kind is not permitted on any part of the Common Area without written permission from the Board of Directors.
  - a) Signs permitted on Lots according to the Declaration in Article 8.03 shall be one (1) "For Rent" or "For Sale" sign and:
    - a. Must be professional, freestanding and neat in appearance.
    - b. A maximum of one (1) sign total will be allowed.
    - c. Must not exceed five (5) square feet.
  - b) Garage Sale signs do not require permission. However, they must follow stated rules and be taken down after the sale; within a 3 day maximum.
  - c) Signs should be placed between the curb and the sidewalk, where applicable.
  - d) Signs cannot be placed on another Homeowner's property without their permission.
  - e) Signs may not be attached to light poles, street signs or monuments.
  - f) Political signs are allowed on a homeowner's private property during elections. Signs may not be offensive or derogatory.
2. No furniture other than standard lawn/patio furniture should be kept outside.
3. Fitness or workout equipment/machines shall not be kept outside.
4. The private and common property shall be kept free and clear of all rubbish, debris and other unsightly materials.
  - A. Homeowners should not leave or store items in or on the common property.
5. Storage of firewood in the front yard, lumber, or construction material is not permitted.
6. Portable basketball hoops are not allowed on the common grounds or streets.
7. Outside activities that become an annoyance to the community are not permitted.
8. Visible damage to homes such as broken windows and damaged siding needs to be repaired within 20 days of occurrence, according to the Declaration in Article 3.03 b, i.

9. Air conditioners extending from windows or walls are not permitted. Central air conditioning units must be located in the same area in which the builder would have installed such equipment.

10. Cables

- a) All exterior cabling should run with a vertical or horizontal line of the home.
- b) Cables should not run diagonally across the roof or an exterior wall of the home.
- c) Cabling should not run on the front of the home.
- d) Cabling should not be run across any Common Area.
  - a. It is the responsibility of the Homeowner to contact the utility provider to bury the cable.
  - b. The Association will not be responsible for the repairs or the costs of cables or wires not buried.
- e) Exterior cable should be hidden or painted to match the home.
- f) Any wiring on the roofs should follow existing roofline such as a valley.
- g) Any cables passing inside walls or attics should be "Plenum" rated.
- h) The Association will not be responsible for the repairs or the costs of cables or wires.

12. Homeowners should not shovel, blow or place snow in the street or Common Areas when clearing driveways or walkways, especially after the streets have been cleared.

- a) Owners found placing snow in cleared areas will be fined the cost of having the contractor come again to clear the area.

13. Mailboxes must be permanently installed and kept in good condition. All mailboxes must comply with government restrictions and U.S. Postal requirements. Black or White traditional style mailbox plastic or metal on a Black or White posts made of wood or plastic materials are allowed.

## **K. Policies And Procedures Regarding Enforcement**

- 1. Any owner may request a variance from the Rules & Regulations. This request shall be submitted in writing to the management company. After the Board of Directors has reviewed the request, a response in writing will be sent to the owner.
- 2. Violations to Rules and Regulations should be submitted in writing to the Management Company. If a Unit Owner is found to have violated personally or is otherwise liable for a violation of any of the provisions of the Declaration, Bylaws, or Rules and Regulations of the Association, the following shall occur:

- a) For a first violation, the Unit Owner shall be notified of the finding by the Association or its duly authorized agents that a violation has occurred. The Board will determine an appropriate amount of time for the owner to rectify the violation.
  - b) For the second violation of the same offence, the Owner shall be notified of the finding by the Association or its duly authorized agents. The Owner shall be assessed a \$25.00 fine.
  - c) For the third violation of the same offence, the Owner shall be notified of the finding by the Association or its duly authorized agents. The Owner shall be assessed a \$50.00 fine.
  - d) For the fourth violation of the same offence, the Owner shall be notified of the finding by the Association or its duly authorized agents. The Owner shall be assessed a \$100.00 fine. In addition, any legal expensed incurred by the Association or any actual damages repaired at the Associations expense may be imposed.
3. The remedies here under are not exclusive and the Board may, in addition, take any action provided by law, in equity, or in the Declaration and Bylaws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

#### **L. Sale, Leasing or Other Alienation**

In the event an owner is selling or refinancing, the owner must notify the Management Company no later than 15 days prior to the closing date. If an owner is in need of a statement of the status of their account, a fee will be charged for this statement.

#### **M. Assessments and Collections**

Assessments are due January 1<sup>st</sup> and July 1<sup>st</sup>. A late fee of thirty-five dollars (\$35) will be assessed if the assessment has not posted by the 31<sup>st</sup>.

Ten dollars (\$10) will be assessed for any check returned unpaid for any reason, including, but not limited to non-sufficient funds.

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.



## Fine Structure

<b>First Offense .....</b>	<b>Written Warning</b>
<b>Second Offense .....</b>	<b>\$25.00</b>
<b>Third Offense .....</b>	<b>\$50.00</b>
<b>Fourth Offense .....</b>	<b>\$100.00 &amp; Legal Action</b>